

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
Eugene.zinovyev@wilshirelawfirm.com
Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
Gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

VALERIA CHAVEZ and JESSE
RAMIREZ, individually, and on behalf of
the State of California and other aggrieved
persons,

Plaintiffs,

vs.

PACIFIC DERMATOLOGY INSTITUTE
INC., a California corporation; and DOES
1 through 10, inclusive,

Defendants.

Case No. CIVSB2426370

Assigned for All Purposes To:
Hon. Stephanie Thornton-Harris, Dept. S31

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

Motion for Approval Hearing:

Date: December 2, 2025

Time: 08:30 a.m.

Dept: S31

Complaint filed: August 27, 2024

Trial date: Not set

1 I, John G. Yslas, hereby declare as follows:

2 1. I am an attorney at law licensed to practice before all of the courts of the State of
3 California. I am a Senior Partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiffs
4 Valeria Chavez (“Plaintiff Chavez) and Jesse Ramirez (“Plaintiff Ramirez,” collectively with
5 Plaintiff Chavez, “Plaintiffs”) in this matter. I have personal knowledge of the facts set forth in
6 this declaration and could and would competently testify to them under oath if called as a witness.

7 2. I submit this declaration in support of Plaintiffs’ Motion for Approval of PAGA
8 Settlement.

9 **Relevant Facts and Procedural History**

10 3. On August 27, 2024, Plaintiff Chavez filed the present PAGA representative action
11 against Defendant, on behalf of herself, the State of California, and other aggrieved persons for
12 civil penalties pursuant to PAGA stemming from Defendant’s (1) failure to pay for all hours
13 worked, including minimum, straight time, and overtime wages; (2) failure to provide meal
14 periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice
15 per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure
16 to timely pay all wages at termination; (7) failure to furnish accurate wage statements; (8) failure
17 to indemnify for necessary expenditures; and (9) failure to produce requested employment records
18 s (“PAGA Action”).

19 4. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Chavez gave
20 timely written notice to Defendant and the LWDA by sending the PAGA Notice on June 11, 2024
21 (LWDA-CM-1033192-24). On May 5, 2025, Plaintiff Chavez filed a First Amended Complaint to
22 add Plaintiff Ramirez to the PAGA Action. Pursuant to Labor Code section 2699.3, subdivision
23 (a), Plaintiff Ramirez gave timely written notice to Defendant and the LWDA by sending the
24 PAGA Notice on January 27, 2025 (LWDA-CM-1075935-25).

25 5. Thereafter, the Parties met and conferred and agreed to mediate the PAGA Action
26 with Daniel Turner, a well-respected and experienced mediator in wage and hour class and
27 representative actions. In advance of mediation, PAGA Counsel conducted a thorough
28 investigation into the facts of, and applicable law to, the PAGA Action. Prior to mediation, Plaintiff

1 obtained through informal discovery a representative sampling of time and payroll data for
2 Aggrieved Employees and the necessary policy documents to properly evaluate the strengths and
3 weaknesses of the claims and engage in meaningful settlement discussions.

4 6. On February 21, 2025, the Parties engaged in an all-day mediation session before
5 Mr. Turner. With the help of Mr. Turner, while the Parties were not able to reach a settlement at
6 mediation, they continued to work with Mr. Turner and ultimately accepted a mediator's proposal.
7 The settlement was negotiated in light of all known facts and circumstances and the uncertainty
8 associated with litigation – including the risk of Plaintiffs not being able to maintain representative
9 claims, the difficulty of proving Plaintiffs' claims in a manageable trial, the merits of Defendant's
10 potential defenses, and the significant delay and potential appellate issues inherent to litigation –
11 and was reached after extensive arm's length negotiations, with the assistance of Mr. Turner.

12 **PAGA Settlement**

13 7. The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
14 Amount ("GSA") payment in the amount of \$127,500.00 to resolve the PAGA Action. The Gross
15 Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment,
16 PAGA Counsel Fees, PAGA Counsel Expenses, the PAGA Representative Service Payment and
17 the Administrator's Expenses. After these deductions (PAGA Counsel Fees, PAGA Counsel
18 Expenses, the PAGA Representative Service Payment and the Administrator's Expenses), the
19 amount remaining is the Net Settlement Amount "NSA," which is estimated to be \$54,142.98 will
20 be distributed as PAGA Penalties with 75% allocated to the LWDA PAGA Payment and the
21 remaining 25% allocated to the Individual PAGA Payments. Attached hereto as **Exhibit 1** is a true
22 and correct copy of the PAGA Settlement Agreement.

23 8. This PAGA Settlement amount compares favorably to the estimated amount of
24 PAGA penalties. Plaintiff calculated that the maximum amount of statutory PAGA civil penalties
25 was potentially \$365,700.00 for 168 employees based on 3,657 pay periods. The valuation of
26 \$365,700.00 is the civil penalty amount calculated at the maximum statutory rate and without
27 stacking, which is not usually permitted. If stacking is permitted, then the valuation increases with
28 each additional penalty added to each pay period. Plaintiff, however, is not aware of any PAGA

award that permitted stacking and, in the cases cited herein, only one penalty per pay period was assessed.

9. In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, No. BCV-23-102915, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. Jan. 31, 2011)(“Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant.”). Here, Plaintiffs would need to prove that each Aggrieved Employee suffered a violation for each period the employee worked in relation to (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate wage statements; (8) failure to indemnify for necessary expenditures; and (9) failure to produce requested employment records.

10. Defendant maintains that Plaintiffs and the Aggrieved Employees were properly compensated, and that they did not violate the Labor Code as to any of them. Accordingly, Defendant disputes and denies Plaintiffs’ allegations and claims asserted in the operative complaint which are resolved by the Settlement Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded.

11. While Plaintiffs are confident in the merits of the case, a legitimate controversy exists as to each cause of action for penalties, the factual allegations, the evidentiary basis, and the underlying claims. Plaintiffs also took into account the fact that continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and potentially reduce any recovery to the state and the Aggrieved Employees. Assuming Plaintiffs could prove at least one violation per pay period and the Court awarded \$100.00 in PAGA penalties for each

1 of the 3,657 pay periods during the PAGA Period, the total penalties would be approximately
2 \$365,700.00. As such, the Gross Settlement Amount of \$127,500.00 is approximately 34.86% of
3 the maximum realistic liability in this case.

4 12. Thus, when the risks of litigation, the burdens of proof necessary to establish
5 liability, and the probability of appeal of a favorable judgment are considered, it is clear that the
6 settlement amount of \$127,500.00 is reasonable and in the best interest of the state and the public.
7 Plaintiffs and their counsel objectively and knowledgably balanced the strengths and weaknesses
8 of their claims against the risk of continued litigation and were able to determine a realistic range
9 of settlement recovery for PAGA penalties. The Settlement therefore accomplishes PAGA's
10 objectives by imposing sufficient civil penalties "to punish and deter" Defendant from future
11 alleged Labor Code violations, while also ensuring that the penalties are not "unjust, arbitrary and
12 oppressive, or confiscatory." Lab. Code § 2699(e)(2); *Iskanian*, 59 Cal. 4th at 384.

13 Attorneys' Fees and Costs

14 13. Plaintiff is represented by WLF. The attorneys at WLF performed significant work
15 and expended litigation costs in prosecuting this matter with no guarantee of payment.

16 14. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
17 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
18 employees. WLF is actively and continuously practicing in employment litigation, representing
19 employees in both individual and class actions in both state and federal courts throughout
20 California.

21 15. WLF is qualified to handle this Litigation because its attorneys are experienced in
22 litigating Labor Code violations in individual, class action, and representative action cases. WLF
23 has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as
24 class actions involving consumer rights and data privacy litigation.

25 16. I graduated from the University of California, Santa Barbara with High Honors in
26 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
27 School in 1996.

28 17. Upon graduating from law school in 1996, I worked for a boutique law firm

1 practicing general litigation which included employment law matters. Since 2000 (that is, the last
2 25 years) my practice has been exclusively focused on labor and employment matters including
3 handling wage and hour class, collective and representative actions (including the California
4 Private Attorneys General Act, or “PAGA”), including in the international law firms of Morgan,
5 Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a
6 partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright
7 LLP (where I was a partner) and Seyfarth Shaw LLP (where I was a partner and member of the
8 Wage and Hour Practice Group). During my time at these law firms, I was the primary attorney or
9 took a major leading role in defending employers on numerous wage and hour class, collective and
10 representative actions.

11 18. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire
12 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
13 hour class and representative actions litigating such matters on behalf of plaintiff employees in
14 numerous Superior Courts and District Courts. From matters representing both plaintiffs and
15 defendants, I have successfully mediated the resolution of many wage and hour class, collective,
16 and representative actions. Just since starting to settle cases in late April 2023 I have already
17 successfully mediated matters in which I have been counsel or co-counsel resulting in **more than**
18 **\$170 million** in settlements and verdicts which are in the process of being finalized, and with
19 numerous upcoming mediations scheduled. In those and numerous other matters, I have managed
20 and assisted with the litigation and settlement of many wage and hour PAGA and class actions. In
21 those actions, I performed similar tasks as those performed in the course of prosecuting this action.
22 Indeed, I recently tried and prevailed in achieving a jury verdict in a wage and hour class action in
23 the matter of Aguilar-Flores v. Javier’s – CC LLC, Los Angeles County Superior Court, Case No.
24 19STCV36438, (damages anticipated in the future and a motion for attorney’s fees to be filed after
25 that).

26 19. I have received numerous awards for my legal work. For example, from 2015 to
27 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters).
28 I have also served on numerous prominent boards and in other leadership positions, including

1 serving as Southern California Regional President for the Hispanic National Bar Association and
2 on the board of directors of the Mexican American Bar Foundation. I also previously served on the
3 5-member Los Angeles Civil Service Commission, which generally oversees the personnel
4 decisions for the City of Los Angeles.

5 20. I have also published numerous blogs on labor and employment issues including on
6 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
7 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really
8 Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with
9 Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a
10 presenter involving the “Employment Law Update” at a National Employment Law Council
11 conference. I currently bill at an hourly rate of \$1,500.00.

12 21. Eugene Zinovyev (“Mr. Zinovyev”) is a Junior Partner at WLF. He graduated
13 from the University of California, Berkeley, with a Bachelor of Arts in Political Economy of
14 Industrial Societies, and received his Juris Doctor from the University of California, San
15 Francisco School of Law in 2009. He has since practiced employment and wage and hour law on
16 both the plaintiff and defense sides. Mr. Zinovyev has tried multiple jury cases to verdict as well
17 as numerous bench trials. He has also briefed published appellate court decisions in both state
18 and federal court. Mr. Zinovyev is admitted to practice before all Federal District Courts in
19 California as well as the 9th Circuit Court of Appeals. He is also a member of the California
20 Employment Lawyers Association. He has mediated and settled dozens of class and
21 representative actions as well as individual civil matters. Mr. Zinovyev’s hourly billing rate is
22 \$900.00.

23 22. Gabriella Solé (“Ms. Solé”) is a third-year Associate Attorney at Wilshire Law Firm,
24 PLC. She was admitted to practice law in the State of California in 2022. Gabriella graduated from
25 University of California, Los Angeles, with a Bachelor of Arts in Sociology. She received her Juris
26 Doctor from University of San Francisco, School of Law. During law school, she was a First Year
27 Moot Court Director on the Moot Court Board. Since graduating, her practice has been mainly
28 focused on wage and hour class action litigation. Ms. Solé’s hourly billing rate is \$500.00.

23. Emily Borman is a Junior Partner at Wilshire Law Firm, PLC. She was admitted to practice law in the State of California in May 2015. Ms. Borman graduated from Cornell University with a Bachelor of Science in Development Sociology. She received her Juris Doctor from University of California Law San Francisco (formerly UC Hastings). Since graduating, her practice has been in employment law, including Plaintiff-side wage and hour cases. Ms. Borman currently bills at an hourly rate of \$800.00.

24. WLF's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions. WLF's hourly rates have been approved by other courts in California. *See, e.g., Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325; *Haser v. Universal Chain of California, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v. Compassionate Heart*, Orange County Superior Court, Case No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus Valley Management Services, Inc.*, Riverside County Superior Court, Case No. CVRI2301768; *Torres v. HomeShield Pest Control Inc.*, Placer County Superior Court, Case No. S-CV-0049525; *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, Case No. 23CV415661; *Simpson v. Arcos*, Riverside Superior Court, Case No. CVRI2303337; *Payne v. Planned Parenthood: Shasta-Diablo, Inc.*, San Francisco County Superior Court, Case No. CGC-

1 23-607359. The total hours expended on this action are reasonable and in line with comparable
2 cases The total hours expended on this action are reasonable and in line with comparable cases.

3 25. WLF has performed significant work and incurred litigation costs in prosecuting
4 this matter with no guarantee of any payment. The efforts expended by Plaintiffs' Counsel to
5 achieve this result include, but are not limited to the following:

- 6 a. the investigation of the matter, including meeting and regularly communicating with
7 Plaintiff and following up on related matters, thoroughly reviewing Defendant's
8 policies, and requesting and reviewing Plaintiffs' time and pay records, personnel
9 files, and exploring the corporate structure of Defendant;
- 10 b. preparing, revising and filing the complaint in this Action;
- 11 c. researching, investigating and evaluating potential further causes of action and/or
12 augmentation of existing causes of action in this matter;
- 13 d. attending status conferences and meeting and conferring with Defendant regarding
14 the case;
- 15 e. analyzing and conducting research in relation to discovery to propound and
16 depositions to take and preparing such discovery;
- 17 f. Evaluating an overall litigation plan, potential witnesses, key testimony and
18 strengths of such witnesses and arguments in support of the case;
- 19 g. conducting thorough research and analysis and number of issues, evaluating such
20 research, further investigating facts and conducting follow-up research and analysis;
- 21 h. meeting and conferring with Defendant regarding mediation, exchange of extensive
22 informal discovery beforehand, and negotiating with opposing counsel regarding
23 the parameters thereof;
- 24 i. evaluating and selecting a mediator and mediation date;
- 25 j. working with opposing counsel and expert consultants for the receipt of a
26 representative sampling and thoroughly analyzing the same with the aid of expert
27 consultants and Plaintiffs to perform extensive and detailed analyses of liability and
28 exposure prior to attendance of the mediation in this matter;

- k. reviewing, analyzing and researching the lawfulness of policy documents from Defendant and thoroughly researching applicable defenses and arguments in support of the case;
- l. preparation of the detailed mediation brief and extensive damages model for use at mediation;
- m. Extensive preparation for mediation including communications with Plaintiffs, evaluation of arguments, facts and related issues and arguments for mediation;
- n. attendance at the mediations by all Parties and Counsel;
- o. communicating with Plaintiffs who requested updates or other information regarding this matter;
- p. negotiating, finalizing and fully executing the memorandum of understanding as well as conducting follow up research and analysis related thereto;
- q. negotiating, finalizing and fully executing the settlement agreement;
- r. analyzing, researching, preparing and filing the Motion for Approval of PAGA Settlement and supporting documents; and
- s. analyzing, researching, and preparing the instant Motion for Final Approval and supporting documents.

26. WLF's current lodestar reflects **95.3** hours of work resulting in **\$72,830.00** in fees. WLF dedicated significant resources to this case by dividing the tasks required according to skill level. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This amount does not include the time Class Counsel will spend at the final approval hearing and assisting the Settlement Administrator following final approval. The chart below shows the calculation of hours spent by each of WLF's attorneys on this case:

Attorney	Hours	Hourly Rate	Total
John G. Yslas	6.9	\$1,500.00	\$10,350.00
Eugene Zinovyev	38.2	\$900.00	\$34,380.00

Gabriella Solé	40.2	\$500.00	\$20,100.00
Emily Borman	10	\$800.00	\$8,000.00
TOTAL	95.3		\$72,830.00

27. This amount surpasses the requested fee award of \$42,500.00, resulting in a negative multiplier. This amount does not include the time Class Counsel will spend at the final approval hearing and assisting the Settlement Administrator following final approval. WLF dedicated significant resources to this case by dividing the tasks required according to skill level. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This time could have been spent on other potentially lucrative cases. WLF's lodestar reflects the efficiencies achieved by attorneys experienced in this field.

28. The Court should also consider that PAGA Counsel's efforts have resulted in substantial benefits to the State of California and the Aggrieved Employees, in the form of a significant, non-reversionary settlement fund established to compensate the State and the Aggrieved Employees and to punish Defendant for the alleged PAGA violations. Without the efforts of PAGA Counsel, the claims alleged in the complaint would likely have gone without remedy.

29. In litigation costs, WLF has spent \$16,067.02 on items such as filing fees, service fees, mediation fees, and expert fees. All of the costs incurred were reasonable and necessary for the prosecution of this case. The Settlement provides for reimbursement of actual costs. True and correct copies of WLF's cost reports in this matter are attached hereto as **Exhibit 2**.

30. PAGA Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate based on their prior experience litigating these types of cases.

31. Pursuant to California Labor Code Section 2699(1), Plaintiffs provided a copy of the Settlement Agreement to the LWDA on October 6, 2025. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation of the submission. To date, the LWDA has not responded to or objected to the Settlement in this matter. Plaintiff will submit a copy of the Court's judgment

1 and order approving the Settlement Agreement to the LWDA within ten (10) days after entry of
2 judgment or order.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing
4 is true and correct. Executed on October 6, 2025 at Los Angeles, California.

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7 John G. Yslas
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EXHIBIT 1

EXHIBIT 1

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Samantha A. Smith (SBN 233331)
Samantha.smith@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
Eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
Gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

Jeffrey R. Thurrell (SBN 202765)
Kristina Noel Buan (SBN 311661)
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, CA 92614
(949) 851-2424 Tel
(949) 851-0152 Fax
E-mail:
jthurrell@fisherphillips.com
kbuan@fisherphillips.com

Attorneys for Defendant

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

VALERIA CHAVEZ and JESSE RAMIREZ,
individually, and on behalf of the State of
California and other aggrieved persons,

Plaintiffs,

vs.

PACIFIC DERMATOLOGY INSTITUTE
INC., a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. CIVSB2426370

*Assigned for all purposes to: Hon. Stephanie
Thornton-Harris, Dept. S31*

PAGA SETTLEMENT AGREEMENT

1 This binding Settlement Agreement (“Agreement”) is made by and between Plaintiff
2 Valeria Chavez, and Jesse Ramirez (“Plaintiffs”) and Defendant Pacific Dermatology Institute
3 Inc. (“Defendants”) under the California Labor Code Private Attorneys General Act of 2004 (Cal.
4 Lab. Code §§ 2698, *et seq.*, “PAGA”). The Agreement refers to Plaintiffs and Defendants
5 collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS.**

7 1.1. “Administrator” means, Apex Class Action Administration.

8 1.2. “Administration Expenses Payment” means the amount the Administrator will be paid
9 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
10 with the Administrator’s “not to exceed” bid submitted to the Court in connection with the
11 approval of the Settlement.

12 1.3. “Aggrieved Employee” means all non-exempt, hourly individuals that worked for
13 Defendant in California at any time during the period beginning January 23, 2024, to March 23,
14 2025.

15 1.4. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
16 Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address,
17 Social Security number, and number of PAGA Pay Periods.

18 1.5. “Aggrieved Employee Address Search” means the Administrator’s investigation and
19 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
20 methods and means including, but not limited to, the National Change of Address database, skip
21 traces, and direct contact by the Administrator with Aggrieved Employees.

22 1.6. “Court” means the Superior Court of the State of California, County of San Bernardino.

23 1.7. “Defendant” means named Defendant Pacific Dermatology Institute Inc.

24 1.8. “Defense Counsel” means FISHER & PHILLIPS LLP.

25 1.9. “Effective Date” shall be the date when all of the following occurs: (1) the Agreement is
26 fully executed; and (2) the Court approves this Agreement through entry of an Order and
27 Judgment. No money will be distributed unless and until the Effective Date occurs.

28 1.10. “Final Judgment” means the Judgment entered by the Court upon granting approval of

the Settlement.

1.11. “Gross Settlement Amount” means \$127,500.00, which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, the PAGA Representative Service Payment and the Administrator’s Expenses.

1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.13. “Judgment” means the judgment entered by the Court based upon the PAGA Approval.

1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.17. “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698 et seq.).

1.18. “PAGA Action” means the Plaintiffs’ lawsuits alleging wage-and-hour violations against Defendants captioned, *Chavez et al. v. Pacific Dermatology Institute Inc.* San Bernardino Superior Court Case No. CIVSB2426370.

1.19. “PAGA Approval” means the Court’s order granting approval of the Settlement.

1.20. “PAGA Counsel” means John G. Yslas, Samantha A. Smith, Eugene Zinovyev, John Brown and Gabriella Sole of the Wilshire Law Firm, P.L.C.

1.21. “PAGA Notices” mean Plaintiff Valeria Chavez’s June 11, 2024, letter to Defendant and the LWDA, and Plaintiff Jesse Ramirez’s January 27, 2025, letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.22. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the PAGA Action.

1.23. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Golden Queen for at least one day during the PAGA Period.

1.24. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.25. “PAGA Period” means the period from January 23, 2024, to March 18, 2025.

1.26. “PAGA Representatives” or “Plaintiffs” means plaintiffs Valeria Chavez and Jesse Ramirez.

1.27. “PAGA Representative Service Payment” means the payment to the PAGA Representative for initiating the PAGA Action and providing services in support of the PAGA Action.

1.28. “PAGA Settlement Notice” means the COURT APPROVED NOTICE OF PAGA SETTLEMENT, to be mailed to Aggrieved Employees in English without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.29. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.30. “Released Parties” means Defendant and its former, present, and future owners, parents, and subsidiaries, and all of its current, former, and future officers, directors, employees, agents, members, managers, partners, shareholders, joint venturers, successors, assigns, accountants, insurers, or legal representatives..

1.31. “Settlement” means the disposition of the PAGA Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On August 27, 2024, Plaintiff Valeria Chavez filed a complaint for civil penalties under PAGA, alleging Defendant: (1) failed to pay for all hours worked, including minimum, straight

time, and overtime wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to pay all earned wages twice per month; (5) failed to maintain accurate records of hours worked and meal periods; (6) failed to timely pay all wages at termination; (7) failed to furnish accurate itemized wage statements; (8) failed to indemnify for necessary expenditures; and (9) failed to produce requested employment records. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Valeria Chavez gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on June 11, 2024 (LWDA-CM-1033192-24). On May 5, 2025, Plaintiff Valeria Chavez filed a First Amended Complaint to add Plaintiff Jesse Ramirez to the Action. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Jesse Ramirez gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on January 27, 2025 (LWDA-CM-1075935-25).

2.2. Defendants deny the allegations in the Actions, deny any failure to comply with the laws identified in the complaints and deny any liability for the causes of action alleged.

2.3. On February 21, 2025, the Parties engaged in arms-length negotiations where they participated in a full-day mediation presided over by respected mediator Daniel Turner. With the help of Mr. Turner, the Parties were able to reach an agreement on general settlement terms at mediation.

2.4. In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the PAGA Action. Prior to mediation, Plaintiffs obtained through informal discovery a representative sampling of time and payroll data for Aggrieved Employees and the necessary policy documents to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$127,500.00 and no more as the Gross Settlement Amount.

Defendants have no obligation to pay the Gross Settlement Amount 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 Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants. Because the payments made under this Agreement will be made with respect to only the PAGA claims for all Aggrieved Employees, this Agreement is not subject to the rules governing the settlement of class or collective actions. Accordingly, the settlement payments shall be distributed without a claims process or an opportunity to object or opt out.

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 PAGA Approval:

3.2.1 To Plaintiffs: PAGA Representative Service Payment to the PAGA Representatives of \$6,000.00 to Plaintiff Valeria Chavez, and \$4,000.00 to Plaintiff Jesse Ramirez (in addition to any Individual PAGA Payment the PAGA Representatives are entitled to receive as Aggrieved Employees). Defendants will not oppose Plaintiffs' request for a PAGA Representative Service Payment that does not exceed this amount. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the PAGA Representative Service Payment.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more 1/3 (one-third) of the GSA, which is currently estimated to be \$42,500.00, and a PAGA Counsel Litigation Expenses Payment for actual costs. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. 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 arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay

the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$4,790.00 except for a showing of good cause and as approved by the Court. If the Court approves Administrator Expenses Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4 Payments from the Net Settlement Amount ("NSA"). The NSA will be distributed as PAGA Penalties with 75% of the NSA allocated to the LWDA PAGA Payment and 25% of the NSA allocated to the Individual PAGA Payments.

Individual PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 168 Aggrieved Employees who worked a total of 3,657 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Not later than seven (7) Court days after the Court grants PAGA Approval, Defendant 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. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved

Employee Data as soon as reasonably feasible. 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. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than twenty-one (21) calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to 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 Individual PAGA payments will expire one hundred eighty (180) calendar days from the date they are issued by the Administrator. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees along with the PAGA Settlement Notice. 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 an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within seven (7) calendar 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 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, 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 such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 Payments to Aggrieved Employees, including Plaintiffs, as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401 (k) or 403(b) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs, Aggrieved Employees, LWDA and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and Plaintiffs' respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims that occurred during the PAGA Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the PAGA Action; and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release

shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the PAGA Action and the PAGA Notices, including but not limited to, claims for PAGA civil penalties for: (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate itemized wage statements; (8) failed to indemnify for necessary expenditures; and (9) failure to produce requested employment records. Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any non-PAGA individual claims by virtue of this Agreement. This release applies only to PAGA penalty claims that accrued during the PAGA Period.

6. MOTION FOR PAGA APPROVAL. The Parties agree to jointly prepare and file a motion for PAGA approval ("Motion for PAGA Approval") that complies with the Court's current rules.

6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel within a reasonable time prior to filing all documents necessary for obtaining approval of the Settlement, including: (i) a draft of the notice, and memorandum in support, of the Motion for PAGA

Approval that includes an analysis of the underlying Labor Code violations giving rise to PAGA civil penalties that is the subject of this Settlement including request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) a draft proposed PAGA Settlement Notice; (iv) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees, [and/or] the Administrator; (v) a signed declaration from PAGA Counsel firm attesting to its competency to represent the Aggrieved Employees; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vi) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees, and/or the Administrator, if any.

6.2. Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for PAGA Approval in a timely fashion; obtaining a prompt hearing date for the Motion for PAGA Approval; and for appearing in Court to advocate in favor of the Motion for PAGA Approval. PAGA Counsel is responsible for delivering the Court's PAGA Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for PAGA Approval 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 PAGA Approval or conditions PAGA Approval on any material change to this Agreement, 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 modify the Agreement and otherwise satisfy the Court's concerns. The Court's decision to award less than the amounts requested for the PAGA Representative Service Payment, PAGA Counsel Fees payment, PAGA Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

1 6.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
2 Court will retain jurisdiction over the Parties, PAGA Action, and the Settlement pursuant to Cal.
3 Code Civ. Proc. § 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)
4 addressing settlement administration matters and (iii) addressing such post-Judgment matters as
5 are permitted by law.

6 6.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
7 conditions of this Agreement, specifically excluding the PAGA Representative Service Payment,
8 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment and/or
9 Administrator Expenses Payment set forth in this Settlement, the Parties, their respective counsel,
10 waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate
11 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
12 writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such
13 motions, writs or appeals. In the event of a timely appeal of the Judgment, the Parties' obligations
14 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
15 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
16 Settlement Amount.

17 6.6. Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the
18 reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material
19 modification of this Agreement (including, but not limited to, the scope of release to be granted
20 by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless
21 expeditiously work together in good faith to address the appellate court's concerns and to obtain
22 PAGA Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
23 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify
24 the Court's award of the PAGA Representative Service Payment or any payments to PAGA
25 Counsel shall not constitute a material modification of the Judgment within the meaning of this
26 paragraph, as long as the Gross Settlement Amount remains unchanged.

27 7. **AMENDED JUDGMENT.** If any amended judgment is required by the Court, the Parties
28 will work together in good faith to jointly submit and a proposed amended judgement.

1 **8. SETTLEMENT ADMINISTRATION.**

2 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action
3 Administration (“Apex”) to serve as the Administrator and verified that, as a condition of
4 appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all
5 duties specified in this Agreement in exchange for payment of Administration Expenses. The
6 Parties and their Counsel represent that they have no interest or relationship, financial or
7 otherwise, with the Administrator other than a professional relationship arising out of prior
8 experiences administering settlements.

9 8.2. Employer Identification Number. The Administrator shall have and use its own
10 Employer Identification Number for purposes of calculating payroll tax withholdings and
11 providing reports to state and federal tax authorities.

12 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
13 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
14 section 468B-1.

15 8.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
16 performed or observed by the Administrator contained in this Agreement or otherwise.

17 8.4.1 Final Report by Settlement Administrator. Within ten (10) calendar days after the
18 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
19 PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee
20 identification number only of all payments made under this Agreement. At least 14 days before
21 any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and
22 Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of
23 all payments required under this Agreement, the number of checks and total amount that remains
24 uncashed, and the date (or expected date) when the total amount that remains uncashed is remitted
25 to the California State Controller’s Office in the name of the Aggrieved Employee. PAGA
26 Counsel is responsible for filing the Administrator’s declaration in Court.

27 **9. AGGRIEVED EMPLOYEES SIZE ESTIMATE and ESCALATOR CLAUSE.** The
28 GSA is based on Defendant’s representation that the Aggrieved Employees will have worked

approximately 3,515 pay periods as of the date of mediation, February 21, 2025. In the event the number of pay periods worked by the Aggrieved Employees during the PAGA Period increase by more than 5%, Defendant shall have the option of either: (i) increasing the GSA on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the Aggrieved Employees above 5% (for example, if the number of pay periods increases by 6%, the GSA will increase by 1%), or (ii) shorten the release period end date to an earlier date at which only 3,515 pay periods plus an additional 5% are covered by the PAGA Period.

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 Defendant that any of the allegations in the complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the PAGA Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant approval of the Settlement, or enter Judgment, Defendant reserves all available defenses to the claims in the PAGA Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the PAGA 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. Confidentiality Prior to PAGA Approval. Plaintiffs, PAGA Counsel, Defendant and Defense Counsel separately agree that, until the Motion for PAGA Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order

1 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
2 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,
3 inquiry, or subpoena seeking such information. Plaintiffs, PAGA Counsel, Defendants and
4 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
5 communication, before the filing of the Motion for PAGA Approval, with any third party
6 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
7 “the matter was resolved,” or words to that effect. This paragraph does not restrict PAGA
8 Counsel’s communications with Aggrieved Employees in accordance with PAGA Counsel’s
9 ethical obligations owed to Aggrieved Employees.

10 10.3. No Solicitation. The Parties separately agree that they and their respective counsel
11 and employees will not solicit any Aggrieved Employee to appeal from the Judgment. Nothing in
12 this paragraph shall be construed to restrict PAGA Counsel’s ability to communicate with
13 Aggrieved Employees in accordance with PAGA Counsel’s ethical obligations owed to
14 Aggrieved Employees.

15 10.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
16 Agreement together with its attached exhibits shall constitute the entire agreement between the
17 Parties relating to the Settlement, superseding any and all oral representations, warranties,
18 covenants or inducements made to or by any Party.

19 10.5. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
20 and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all
21 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
22 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
23 terms of this Agreement including any amendments to this Agreement.

24 10.6. Cooperation. The Parties and their counsel will cooperate with each other and use
25 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
26 the Settlement Agreement, submitting supplemental evidence and supplementing points and
27 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
28 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.

10.7. 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 Settlement.

10.8. No Tax Advice. Neither Plaintiffs, PAGA 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.

10.9. 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.

10.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.11. 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.

10.12. 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.

10.13. 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.

10.14. Calendar Days. Unless otherwise noted, all reference 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.

10.15. Invalidity of any Provision. Before declaring any provision of this Settlement

Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

10.16. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

10.17. 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 Plaintiffs: John G. Yslas
jyslas@wilshirelawfirm.com
Samantha A. Smith
samantha.smith@wilshirelawfirm.com
Eugene Zinovyev
Eugene.zinovyev@wilshirelawfirm.com
John Brown
John.brown@wilshirelawfirm.com
Gabriella Solé
Gabriella.sole@wilshirelawfirm.com
Wilshire Law Firm, PLC
3055 Wilshire Boulevard, 5th Fl
Los Angeles, California 90010

To Defendants: Jeffrey R. Thurrell
jthurrell@fisherphillips.com
Kristina Noel Buan
kbuan@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, CA 92614

10.18. 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.

10.19. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intended that this Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

10.20. 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.

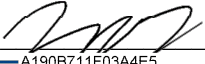
By the Parties:

DATED: 7/31/2025

Signed by:

A216F820FFBC428...
Plaintiff Valeria Chavez

DATED: 7/31/2025

DocuSigned by:

A190B711F03A4E5...
Plaintiff Jesse Ramirez

DATED: _____

Defendant Pacific Dermatology Institute Inc.
By: _____
Position: _____

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1 Agreement shall be accepted as an original. All executed counterparts and each of them will be
2 deemed to be one and the same instrument if counsel for the Parties will exchange between
3 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
4 the existence and contents of this Agreement.

5 10.19. Binding Agreement. The Parties warrant that they understand and have full
6 authority to enter into this settlement, and further intended that this Agreement will be fully
7 enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure
8 in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
9 that otherwise might apply under federal or state law.

10 10.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
11 litigation shall be stayed, except to effectuate the terms of this Agreement.

12
13 By the Parties:

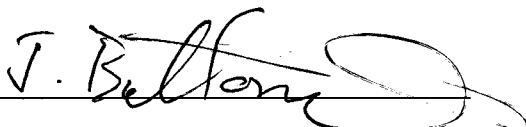
14
15 DATED: _____

16 Plaintiff Valeria Chavez

17
18 DATED: _____

19 Plaintiff Jesse Ramirez

20
21 DATED: 8-7-25

22 

23 Defendant Pacific Dermatology Institute Inc.

24 By: Jeffrey Bottomley

25 Position: Chief Operating Officer

26 Approved as to form and substance:

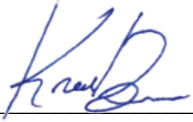
27 DATED:

28 WILSHIRE LAW FIRM, PLC

1 BY: _____
2 John G. Yslas
3 Counsel for Plaintiffs

4 DATED: August 7, 2025

FISHER & PHILLIPS LLP

5
6 BY:  _____
7 Jeffrey R. Thurrell
8 Kristina Noel Buan
9 Counsel for Defendant
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Approved as to form and substance:

DATED: July 31, 2025

WILSHIRE LAW FIRM, PLC

BY: 

John G. Yslas

Counsel for Plaintiffs

DATED:

FISHER & PHILLIPS LLP

BY: _____

Jeffrey R. Thurrell

Kristina Noel Buan

Counsel for Defendant

Exhibit A

COURT APPROVED NOTICE OF PAGA SETTLEMENT

Chavez et al. v. Pacific Dermatology Institute Inc.

San Bernardino Superior Court

Case No. CIVSB2426370

<<EmployeeName>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - <<W9SSN>>

I. NOTICE OF PAGA SETTLEMENT

The Superior Court of the State of California, County of San Bernardino (the “Court”) has approved a settlement in the above-captioned action filed by Valeria Chavez and Jesse Ramirez (“Plaintiffs”) on behalf of themselves and all other aggrieved employees.

In this lawsuit, Plaintiffs claim Defendant Pacific Dermatology Institute Inc. (“Defendant”) violated California’s wage and hour laws and is therefore liable for penalties under the Private Attorneys General Act (“PAGA”). Specifically, Plaintiffs allege that Defendant: (1) failed to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to pay all earned wages twice per month; (5) failed to maintain accurate records of hours worked and meal periods; (6) failed to timely pay all wages at termination; (7) failed to furnish accurate itemized wage statements; (8) failed to indemnify for necessary expenditures; and (9) failed to produce requested employment records and therefore was liable for waiting time penalties pursuant to Labor Code section 203. Plaintiffs are solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under PAGA.

The Court has not made a determination about Plaintiffs’ claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendants maintain that they were in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as:

“All non-exempt, hourly individuals that worked for Defendant in California at any time during the period beginning January 23, 2024, to March 18, 2025.”

The “PAGA Period” is defined as January 23, 2024, to March 18, 2025.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked <<PayPeriods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is _____.

Your individual PAGA payment is estimated to be <<CheckAmount>>.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees.

III. RELEASE

“Released Parties” means Defendant and its former, present, and future owners, parents, and subsidiaries, and all of its current, former, and future officers, directors, employees, agents, members, managers, partners, shareholders, joint venturers, successors, assigns, accountants, insurers, or legal representatives.

The Court has approved the parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all Aggrieved Employees will release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the PAGA Action and the PAGA Notices, including but not limited to, claims for PAGA civil penalties for: (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate itemized wage statements; (8) failed to indemnify for necessary expenditures; and (9) failure to produce requested employment records. Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any non-PAGA individual claims by virtue of this Agreement (“PAGA Released Claims”). This release applies only to PAGA penalty claims that accrued during the PAGA Period.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, _____ toll free at 1(____) _____ with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller’s Office in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

EXHIBIT 2

Expenses Subtotals - Filtered Exp. Type

As of 2025-10-03 17:03:56 Pacific Standard Time/PST • Generated by Louis Montgomery

Filtered By

Show: All matters

Matter: ID equals a0LPc000001v1a6

Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

Display Name ↑	Expense Type ↑	Date	Expense: Expense ID	Provider Name	Note	Amount	Reduction Amount	Amount Paid	Amount Due.
Valeria Chavez - Wage & Hour: //	E108 — Postage	~~1/29/2025~~	~~E 3249619~~			~~\$8.44~~			~~\$8.44~~
		~~1/29/2025~~	~~E 3249541~~			~~\$8.44~~			~~\$8.44~~
		~~1/21/2025~~	~~E 3248254~~			~~\$8.16~~			~~\$8.16~~
		~~1/16/2025~~	~~E 3247819~~			~~\$8.16~~			~~\$8.16~~
		~~1/16/2025~~	~~E 3247812~~			~~\$8.16~~			~~\$8.16~~
		~~6/12/2024~~	~~E 3208643~~			~~\$7.60~~			~~\$7.60~~
		~~6/11/2024~~	~~E 3208484~~			~~\$7.60~~			~~\$7.60~~
		~~2/9/2024~~	~~E 3179303~~			~~\$7.36~~			~~\$7.36~~
		~~2/9/2024~~	~~E 3179301~~			~~\$7.36~~			~~\$7.36~~
	Subtotal	Sum				~~\$71.28~~	~~\$0.00~~	~~\$0.00~~	~~\$71.28~~
		Count	9						
Subtotal		Sum				~~\$71.28~~	~~\$0.00~~	~~\$0.00~~	~~\$71.28~~
		Count	9						
Total		Sum				~~\$71.28~~	~~\$0.00~~	~~\$0.00~~	~~\$71.28~~
		Count	9						

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Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

10/03/25

Accrual Basis

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Credit C...	05/07/2025		PacificDermatology(Chavez).PA...	San Bernardino Superior Court	RM 311328901- Stipulation - Order filed- 261159-PacificDermatolog...	0.09	0.09
Credit C...	05/07/2025		PacificDermatology(Chavez).PA...	San Bernardino Superior Court	RM 311328901- Stipulation - Order filed- 261159-PacificDermatolog...	2.00	2.09
Credit C...	05/05/2025		PacificDermatology(Chavez).PA...	Los Angeles Superior Court	RM 261159-PacificDermatology(Chavez).PAGA	2.00	4.09
Total 501500 · Court Filing Fees						4.09	4.09
502500 · Legal Expenses							
General...	04/14/2025	4/14/2025	PacificDermatology(Chavez).W&H	261159 PacificDermatology(Cha...	11914293-PacificDermatology(Chavez).PAGA-CourtCall	72.00	72.00
General...	04/16/2025	4/16/2025	PacificDermatology(Chavez).W&H	261159 PacificDermatology(Cha...	11914330-PacificDermatology(Chavez).PAGA-CourtCall	72.00	144.00
General...	04/02/2025	4/2/2025	PacificDermatology(Chavez).W&H	261159 PacificDermatology(Cha...	11911340-PacificDermatology(Chavez).PAGA-CourtCall	72.00	216.00
General...	04/22/2025	4/22/2025	PacificDermatology(Chavez).W&H	261159 PacificDermatology(Cha...	11916262-PacificDermatology(Chavez).PAGA-CourtCall	72.00	288.00
General...	05/01/2025	5/1/2025	PacificDermatology(Chavez).PA...	261159 PacificDermatology(Cha...	11917408-PacificDermatology(Chavez).PAGA-CourtCall	72.00	360.00
Total 502500 · Legal Expenses						360.00	360.00
Total 500000 · COS						364.09	364.09
TOTAL						364.09	364.09



WILSHIRE
LAW FIRM

Client Cost Report

Account	Type	Date	Num	Name	Matter Display Name	Line Memo	Amount
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	8/11/2025	CC083125TA-1242	One Legal LLC	Pacific Dermatology Institute Inc. (Chavez) - Wage & Hour (Class Action)	26034146-250462-Atty Svc for Court Filing-CMCS-Valeria Chavez	\$31.89
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	8/21/2025	CC083125TA-1859	One Legal LLC	Pacific Dermatology Institute Inc. (Chavez) - Wage & Hour (Class Action)	26076710-250462-Atty Svc for Court Filing-Declar,POS-Valeria Chavez	\$53.58
502500 Cost of Sale : Legal Expenses	Journal	8/15/2025	JE081525TA-01		Pacific Dermatology Institute Inc. (Chavez) - Wage & Hour (Class Action)	11940487-Valeria Chavez-CourtCall	\$72.00
Total							\$157.47

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

10/03/25

Accrual Basis

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Credit C...	03/28/2025		PacificDermatology(Chavez).W&H	San Bernardino Superior Court	RM 306516901- 250462-PacificDermatologyInst(Chavez).W&H	0.76	0.76
Credit C...	03/28/2025		PacificDermatology(Chavez).W&H	San Bernardino Superior Court	RM 306516901- 250462-PacificDermatologyInst(Chavez).W&H	17.00	17.76
Credit C...	06/03/2024	23024812	PacificDermatology(Chavez).W&H	One Legal LLC	23024812-250462-Atty Svc for Court Filing-Comp,CCCS,Summ-Pac...	1,498.13	1,515.89
Credit C...	06/10/2024	23092235	PacificDermatology(Chavez).W&H	One Legal LLC	23092235-250462-Atty Svc for Court Filing-Notice Filed-PacificDerm...	20.68	1,536.57
Credit C...	06/13/2024	23108290	PacificDermatology(Chavez).W&H	One Legal LLC	23108290-250462-Atty Svc for Court Filing-Notice Filed-PacificDerm...	20.68	1,557.25
Credit C...	06/21/2024	23139795	PacificDermatology(Chavez).W&H	One Legal LLC	23139795-250462-Atty Svc for Court Filing-Sum & Com-PacificDerm...	113.25	1,670.50
Credit C...	08/26/2024	23539927	PacificDermatology(Chavez).W&H	One Legal LLC	23539927-250462-Atty Svc for Court Filing-Compl,CCCS,Sum-Pacifi...	15.39	1,685.89
Credit C...	09/09/2024	23608517	PacificDermatology(Chavez).W&H	One Legal LLC	23608517-250462-Atty Svc for Court Filing-Comp,Sum,CCCS-Pacifi...	468.63	2,154.52
Credit C...	10/08/2024	23794816	PacificDermatology(Chavez).W&H	One Legal LLC	23794816-250462-Atty Svc for Court Filing-Notice-PacificDermatolo...	1,054.39	3,208.91
Credit C...	11/14/2024	24029910	PacificDermatology(Chavez).W&H	One Legal LLC	24029910-250462-Atty Svc for Court Filing-Ntc of Acknowl Receipt-...	20.86	3,229.77
Credit C...	03/12/2025	24698895	PacificDermatology(Chavez).W&H	One Legal LLC	24698895-250462-Atty Svc for Court Filing-Stipulation-PacificDerma...	52.81	3,282.58
Credit C...	02/13/2025	24698896	PacificDermatology(Chavez).W&H	One Legal LLC	24698896-250462-Atty Svc for Court Filing-Stipulation-PacificDerma...	61.95	3,344.53
Credit C...	04/15/2025	25017776	PacificDermatology(Chavez).W&H	One Legal LLC	25017776-250462-Atty Svc for Court Filing-Amended Comp-Pacific...	31.02	3,375.55
Credit C...	04/15/2025	25018042	PacificDermatology(Chavez).W&H	One Legal LLC	25018042-250462-Atty Svc for Court Filing-Stip & Ord-PacificDerma...	53.27	3,428.82
Credit C...	03/27/2025	25018043	PacificDermatology(Chavez).W&H	One Legal LLC	25018043-250462-Atty Svc for Court Filing-Stip & Ord-PacificDerma...	61.95	3,490.77
Credit C...	04/03/2025	25064779	PacificDermatology(Chavez).W&H	One Legal LLC	25064779-250462-Atty Svc for Court Filing-CMC-PacificDermatolog...	31.13	3,521.90
Credit C...	05/14/2025	25304581	PacificDermatology(Chavez).W&H	One Legal LLC	25304581-250462-Atty Svc for Court Filing-Amended Comp-Pacific...	31.89	3,553.79
Total 501500 · Court Filing Fees						3,553.79	3,553.79
502500 · Legal Expenses							
Credit C...	06/13/2024		PacificDermatology(Chavez).W&H	Department of Industrial Relations	ORD-000291075 (250462) PacificDermatologyInst(Chavez).	75.00	75.00
Credit C...	01/28/2025		PacificDermatology(Chavez).W&H	Department of Industrial Relations	RM ORD-000315801 (250462) PacificDermatologyInst(Chavez).W&H	75.00	150.00
Bill	08/28/2024	640143	PacificDermatology(Chavez).W&H	Judicate West	640143-PacificDermatologyInst(Chavez).-50% Mediation Fee sked ...	6,450.00	6,600.00
Total 502500 · Legal Expenses						6,600.00	6,600.00
503300 · Professional Fees							
Bill	03/06/2025	14432	PacificDermatology(Chavez).W&H	Berger Consulting Group, LLC	14432 PacificDermatologyInst(Chavez). 9.50 hrs of work	5,225.00	5,225.00
Total 503300 · Professional Fees						5,225.00	5,225.00
Total 500000 · COS						15,378.79	15,378.79
TOTAL						15,378.79	15,378.79



WILSHIRE
LAW FIRM

Client Cost Report

Account	Type	Date	Num	Name	Matter Display Name	Line Memo	Amount
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	8/4/2025	CC083125TA-1002	One Legal LLC	Pacific Dermatology Institute Inc. (Chavez) - Wage & Hour (PAGA ONLY)	25977807-261159-Atty Svc for Court Filing-CMCS-Valeria Chavez	\$31.89
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	8/7/2025	CC083125TA-1148	One Legal LLC	Pacific Dermatology Institute Inc. (Chavez) - Wage & Hour (PAGA ONLY)	25958344-261159-Atty Svc for Court Filing-Change of Address-Valeria Chavez	\$31.89
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	8/7/2025	CC083125TA-1149	One Legal LLC	Pacific Dermatology Institute Inc. (Chavez) - Wage & Hour (PAGA ONLY)	25958391-261159-Atty Svc for Court Filing-Change of Address-Valeria Chavez	\$31.89
502500 Cost of Sale : Legal Expenses	Journal	8/15/2025	JE081525TA-01		Pacific Dermatology Institute Inc. (Chavez) - Wage & Hour (PAGA ONLY)	11939593-Valeria Chavez-CourtCall	\$72.00
Total							\$167.67

EXHIBIT 3

EXHIBIT 3

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

John

Your Last Name *

Yslas

Your Email Address *

theresa.chan@wilshirelawf

Your Street Name, Number and Suite/Apt *

660 S. Figueroa Street, Sky

Your Mobile Phone Number

Your City *

Los Angeles

Your Work Phone Number

213-381-9988

Your State *

California

Your Zip/Postal Code *

90017

Court and Hearing Information

Court *

San Bernardino County Superior Court ▼

Court Case Number *

CIVSB2426370

Hearing Date *

10/16/2025

Hearing Time *

01:30

HH:MM

Hearing Location *

247 West Third Street, Sar

Number of aggrieved employees *

168

Net Amount to Aggrieved Employees *

16035.74

Gross settlement amount *

127500.00

Gross penalty *

64142.98

Penalties to LWDA *

48107.24

Date of proposed settlement *

08/07/2025

Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☒ There are no other PAGA claims which may be affected by this proposed settlement.
- ☐ The proposed settlement may affect other PAGA claims.
- ☐ A Notice of Related Cases has been filed in all related actions.
- ☐ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☐ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf) *

 Pac Derm(PA...ully signed.pdf)

Other Attachment (if any, must be .pdf)

 No file chosen[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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Previous Page

Submit

Theresa Chan

From: no-reply@formassembly.com
Sent: Monday, October 6, 2025 1:56 PM
To: Theresa Chan
Subject: Thank you for your Proposed Settlement Submission

10/06/2025 01:55:46 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/06/2025 01:55:46 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1033192-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ctheresa.chan%40wilshirelawfirm.com%7C898ccf89dbd64304b9a408de051ac1aa%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638953809635750126%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlslkFOlJoiTWFrClldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=T0mvy n84jKBwjguEefLD3tJWE2hZL4m8MXhpQ6y7e1Q%3D&reserved=0