

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Tazjanay Gomez (“Plaintiff”) and Defendants HMPS Management Services, LLC (“HMPS”), Pham Ikeda Dental Corporation (“Pham Ikeda”), and Mary Pham Ikeda Dental Corporation (“Mary Pham Ikeda”) collectively “Defendants” and individually a “Defendant.” The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s complaint initially alleging class wage and hour violations against Defendant HMPS captioned *Tazjanay Gomez, on behalf of herself, the general public, and all other “aggrieved employees” v. HMPS Management Services, LLC, et al.* and filed on March 18, 2025, and which was amended by way of First Amended Complaint to add PAGA allegations against HMPS and which has or will be amended by way of Second Amended Complaint to add PAGA allegations against Pham Ikeda and Mary Pham Ikeda, and currently pending in Superior Court of the State of California, County of Orange, Case No. 30-2025-01468452-CU-OE-CXC. As used herein “Action” includes the just described complaint and all amendments made or to be made thereto.
- 1.2. “Administrator” means “ILYM Group” the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” all current and former non-exempt employees of Defendants who worked for Defendants in California at any anytime during the PAGA Period, as defined below.
- 1.5. “Aggrieved Employee Data” means the following Aggrieved Employee identifying information in Defendants’ possession, custody, or control: the Aggrieved Employee’s name, last-known mailing address, Social Security number, and start and end dates of employment.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Orange.
- 1.8. “Defense Counsel” means Dental & Medical Counsel, P.C.

- 1.9. “Defendants” means HMPS Management Services, LLC, Pham Ikeda Dental Corporation, and Mary Pham Ikeda Dental Corporation.
- 1.10. “Effective Date” means the earliest date upon which all of the following have occurred:
- (a) The Court has approved this Settlement,
 - (b) The Court has entered the Order and Judgment in accordance with the terms herein,
 - (c) This Agreement and Order and Judgment have been submitted to the LWDA.
- 1.11. “Gross Settlement Amount” means \$170,000.00, which is the total amount Defendants agree to pay under the Settlement, subject to the escalator provisions in paragraph 8, below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalty Payment calculated according to the number of PAGA Pay Periods the Aggrieved Employees worked during the PAGA Period.
- 1.13. “Order and Judgment” means the order and judgment to be entered by the Court upon granting approval of the order and judgment adopting and approving the terms of this Settlement and retaining jurisdiction pursuant to Civil Procedure Code section 664.6 to enforce the Settlement.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 65% of the PAGA Penalty Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments and the LWDA PAGA Payment.
- 1.17. “PAGA Counsel” means Roman Otkupman and Nidah Farishta of Otkupman Law Firm, A Law Corporation, the attorneys representing the Plaintiff in the Action.
- 1.18. “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 components of

the Action.

- 1.19. “PAGA Pay Period” means the number of pay periods worked by an Aggrieved Employee during the PAGA Period, with each PAGA Pay Period calculated based upon the actual recurring interval of time constituting a pay period for the respective employee, i.e., bimonthly, biweekly, or otherwise. As long as an Aggrieved Employee has worked at least one full day of a respective pay period, they will be counted as having worked one whole pay period for purposes of calculating their total respective PAGA Pay Period.
- 1.20. “PAGA Period” means the period from March 5, 2024 through August 30, 2025.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Notice” means Plaintiff’s March 5, 2025, letter to Defendant HMPS and LWDA providing notice of PAGA related claims pursuant to Labor Code section 2699.3, including, inter alia, Labor Code section 201, 202, 203, 204(a), 204(a)(b), 210, 226.7, 226(a)(1), (a)(2), (a)(5), (a)(9), 226(e), 226.3, 226, 1174(d), 512, 558, 510, 1194, 1194.2, 2802, IWC Order No. 5-2001, Section 12.
- 1.23. “Amended PAGA Notice” means Plaintiff’s August 22, 2025, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a) and adding Defendants Pham Ikeda and Mary Pham Ikeda to the previously noticed PAGA claims in the PAGA Notice.
- 1.24. “PAGA Letters” means the PAGA Notice and Amended PAGA Notice, collectively.
- 1.25. “PAGA Penalty Payment” means the Net Settlement Amount allocated to be paid as PAGA civil penalties with 65% thereof allocated to the LWDA and 35% to the Aggrieved Employees.
- 1.26. “Plaintiff” means Tazjanay Gomez, the named plaintiff in the Action.
- 1.27. “Released PAGA Claims” means the PAGA claims being released by the Plaintiff, all Aggrieved Employees, and the State of California, including the LWDA, and PAGA Counsel and as described in Paragraph 4.1 below.
- 1.28. “Released Parties” means: Defendants and each of their associates, owners, members, stockholders, affiliates, parent companies, related companies, divisions, subsidiaries, directors, officers, agents, employees, supervisors, insurers, spouses, representatives, lawyers, predecessors, successors, heirs and assigns.
- 1.29. “Settlement” means the Parties’ agreement, as set forth herein, to dispose of the PAGA claims and all other claims set forth in the Action and any amendments thereto.

1. RECITALS.

- 1.1. On March 18, 2025, Plaintiff commenced this Action by filing a complaint initially alleging class action wage and hour claims. On or around October 30, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint (“FAC”) adding an additional cause of action against Defendant HMPS for PAGA civil penalties pursuant to Labor Code section 2699(f) for alleged violations of, inter alia, Labor Code sections 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204 (a)(b), 2802, 210, 218, 222. Plaintiff has or will be filing a Second Amended Complaint adding Defendants Pham Ikeda and Mary Pham Ikeda as defendants to the PAGA claims in the FAC. Defendants deny all allegations made or to be made in the Action, denies any failure to comply with the laws identified or to be identified in the Action, and denies any and all liability for the causes of action alleged or to be alleged in the Action.
- 1.2. Pursuant to Labor Code section 2699.3, subd.(a), on March 05, 2025, Plaintiff filed a PAGA Notice alleging violations of, inter alia, Labor Code section 201, 202, 203, 204(a), 204(a)(b), 210, 226.7, 226(a)(1), (a)(2), (a)(5), (a)(9), 226(e), 226.3, 226, 1174(d), 512, 558, 510, 1194, 1194.2, 2802, IWC Order No. 5-2001, Section 12, with the LWDA and served the same on Defendant HMPS, and on August 22, 2025, Plaintiff filed an Amended PAGA Notice with the LWDA alleging the aforementioned violations and adding Defendants Pham Ikeda and Mary Pham Ikeda to such notice.
- 1.3. On August 14, 2025, the Parties participated in an all-day mediation presided over by Phillip Cha, which led to this Agreement to settle the Action.
- 1.4. Prior to mediation, Plaintiff obtained, through discovery, statistical data, including records of Defendants’ relevant employees, which consisted of wage statements, clock in and clock out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime compensation, the number of PAGA Pay Periods, and the total number of Aggrieved Employees.

2. MONETARY TERMS.

- 2.1. Gross Settlement Amount. Subject to the escalator provision set forth in Paragraph 8 below, Defendants promise to pay \$170,000 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 3.3 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 Defendant.
- 2.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by

the Court in the Approval Order:

2.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the Gross Settlement Amount and PAGA Counsel Litigation Expenses Payment in the actual costs incurred according proof. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.

2.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

2.3. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalty Payment 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 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3. SETTLEMENT FUNDING AND PAYMENTS.

3.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendants estimate there are approximately a total of 3,114 PAGA Pay Periods as of the mediation of August 14, 2025.

3.2. Aggrieved Employee Data. Within 14 days of electronic service by PAGA Counsel on Defense Counsel of a copy of the Order and Judgment entered by the Court, Defendants 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 provided to Administrator under this section omitted any Aggrieved

Employee Data and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible.

- 3.3. Funding of Gross Settlement Amount. As long as this Agreement and Order and Judgment entered by the Court have been submitted to the LWDA, Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 60 days after the Court's entry of the Order and Judgment.
- 3.4. Payments from the Gross Settlement Amount. Within 14 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, and the PAGA Counsel Fees and Expenses Payments. Disbursement of the PAGA Counsel Fees and Expenses Payments shall not precede disbursement of Individual PAGA Payments.
 - 3.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 3.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the 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.
 - 3.4.3. 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.
 - 3.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
 - 3.4.5. Each payment of an Individual PAGA Payment shall be accompanied by a notice to the Aggrieved Employee. A copy of such notice will be provided to the court for approval along with the motion seeking approval of the settlement. The notice will (i) provide an explanation of PAGA; (ii) describe the factual allegations of the Action comprising claims for PAGA civil penalties; (iii) describe the scope of the released claims; (iv) state the gross settlement amount, net settlement amount, and the portions

allocated to the LWDA and the Aggrieved Employees; (v) explain how the individual payments will be calculated; (vi) describe the recipient's responsibility for any taxes payable on the amount received; and (vii) notify the aggrieved employees that they cannot opt out of the settlement and that, even if they do not cash their checks, they will be bound by the release in the Settlement.

4. RELEASES OF CLAIMS.

4.1 Released PAGA Claims. Upon the Effective Date and the complete funding of the Gross Settlement Amount by Defendants, Plaintiff, on behalf of herself and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns, all Aggrieved Employees, and the State of California, including the LWDA, by and through Plaintiff, its deputized PAGA representative, collectively referred to as the "PAGA Releasing Members," hereby do and shall be deemed to forever fully discharge, release, and settle any and all claims, rights, demands, liabilities and causes of action for civil penalties pursuant to the Private Attorneys General Act, i.e., Cal. Lab. Code 2698, *et seq.*, that any of the aforementioned, and each of them, may have against any of the Released Parties at any time during the PAGA Period, inclusive of the start and end dates thereof, based upon the factual allegations or theories asserted in the Action or PAGA Letters or that could have been based on any of the factual allegations or theories asserted in the Action or PAGA Letters ("Released PAGA Claims").

The Released PAGA claims shall exclude claims for unemployment insurance, disability, and workers' compensation, claims outside the PAGA Period, and claims which do not arise under PAGA pursuant to Cal. Lab. Code §§ 2698, *et seq.*

4.2 Plaintiff's Individual Released Claims. Plaintiff's individual claims are settled in conjunction with this Settlement. The material terms of such settlement, which are incorporated herein, include a general release in exchange for a confidential sum of consideration, dismissal with prejudice of Plaintiff's individual claims, and a dismissal, upon court approval, of all class action claims. Furthermore, Plaintiff's individual settlement, including any release provisions, is conditioned upon approval of this Settlement by the Court but will be automatically consummated and effectuated upon such approval, inclusive of the dismissal conditions of paragraph 10.2.4, below, subject to the alternative condition satisfaction under paragraph 10.2.4.1., below. Plaintiff's individual settlement, including any releases, will be memorialized by separate agreement to be fully executed prior to the Court's entry of the Order and Judgment, hereinafter "Plaintiff's Individual Settlement Agreement."

5. **RES JUDICATA.** Upon the entry of the Order and Judgment and full funding of the Gross Settlement Amount by Defendants, the PAGA Releasing Members, and each of them, shall be forever barred from pursuing the Released PAGA Claims that arose at any time during the PAGA Period, inclusive of the start and end dates thereof, against any of the Released Parties.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all

documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft stipulation or motion for PAGA approval and (ii) proposed Order and Judgment prior to filing. PAGA Counsel is responsible for delivering the Order and Judgment entered by the Court to the Administrator.

6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel will cooperate in expeditiously finalizing the application or motion for approval of this Settlement for filing after Plaintiff has forwarded the documents required under paragraph 6.1 to Defense Counsel, and if necessary, shall cooperate in obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel shall not file any of the documents required under paragraph 6.1 unless and until agreed to by Defense Counsel.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any 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.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, the Administrator has agreed to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than, if any, a professional relationship arising out of prior experiences administering settlements.

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

7.2.1 All Individual PAGA Payments will be paid without tax withholding and the Administrator will report and issue appropriate 1099 forms in relation to each such individual payment.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

- 8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendants estimate that there are approximately 3,114 PAGA Pay Periods during the PAGA Period. If the actual number of PAGA Pay Periods increases by more than 10% for the PAGA Period, i.e., above 3,425 PAGA Pay Periods, then at the option of Defendants, the Gross Settlement Amount will be increased proportionally by \$49.64 per such additional PAGA Pay Period or Defendants may elect to set the end date of the PAGA Period to the latest date where the actual number of PAGA Pay Periods during the PAGA Period does not exceed 3,459 PAGA Pay Periods.
- 9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of the Order and Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Settlement and/or Order and/or Judgment, (ii) enforcing Plaintiff's Individual Settlement Agreement, (iii) addressing settlement administration matters, and (iv) addressing such post-Judgment matters as are permitted by law.
- 10. OTHER ACTIONS, SETTLEMENTS, and DISMISSALS.**
- 10.1. Settlement and Dismissal of Other Related Cases and Claims. The Parties recognize and acknowledge the filing and pendency of two related matters or claims. These related matters are *Evelyn Ramirez v. HMPS Management Services, LLC*, a wage and hour class action filed in the Superior Court of the County of Los Angeles, with case number 25STCV00323 ("Ramirez Class Action") and *Crystal Montes v. HMPS Management Services, LLC*, a wage and hour class action filed in the Superior Court of the County of Los Angeles, with case number 25STCV06321 ("Montes Class Action").
- 10.1.1. The individual wage and hour claims alleged in the Ramirez Class Action, the individual wage and hour claims alleged in the Montes Class Action, and Plaintiff's individual wage and hour claims alleged in this Action have all been settled subject to execution of a written settlement agreement as to each. All three of these individual settlements are contingent upon the Court's approval of this Settlement, including dismissal conditions provided in paragraph 10.2.4, subject to alternative satisfaction thereof under paragraph 10.2.4.1, below, and will be immediately effective upon such approval. After the Court's approval of this Settlement the class claims alleged in the Ramirez Class Action and the Montes Class Action will each be dismissed without prejudice with approval by the respective court pursuant to California Rules of Court 3.770. After the Court's approval of this Settlement, the individual claims of the respective plaintiffs in the Ramirez Class Action and Montes Class Action will be dismissed with prejudice.
- 10.2. Dismissal of other Claims in this Action (Plaintiff's Individual Claims and Class Action Claims). As described further below, Plaintiff's individual claims in the Action and all class action claims in the Action shall be dismissed upon approval of this Settlement and by order of the court as to be set forth in the Order and Judgment.
- 10.2.1. Upon the court's approval of the Settlement, Plaintiff's individual claims in the Action shall be dismissed with prejudice and pursuant to the Order and Judgment. PAGA

Counsel shall include in the proposed Order and Judgment submitted to the court dismissal provisions consistent with this subsection.

10.2.2. Upon the court's approval of the Settlement, all class action claims in the Action shall be dismissed without prejudice and pursuant to the Order and Judgment. PAGA Counsel shall include in the proposed Order and Judgment submitted to the court dismissal provisions consistent with this subsection.

10.2.3. PAGA Counsel must take all reasonable steps necessary to effectuate the dismissals as required under paragraphs 10.2.1 and 10.2.2, including complying with California Rules of Court 3.770, incorporating any necessary arguments, language, declarations, or documents in the stipulation and/or motion or application for approval of this settlement to accomplish said dismissals, and including any relevant provisions consistent with paragraphs 10.2.1 and 10.2.2 in the proposed Order and Judgment.

10.2.4. Condition Precedent. Subject to any alternative described below, the satisfaction of the requirements of paragraphs 10.2.1 and 10.2.2 shall constitute a condition precedent to the effectuation of this Settlement and preclude the entry of any Order and Judgment that does not incorporate dismissal provisions consistent paragraph 10.2.1 and 10.2.2.

10.2.4.1. The condition precedent of paragraph 10.2.4 shall be deemed satisfied if an alternative procedure agreeable to the court is agreed to by the Parties and whereby the class claims in the Action and Plaintiff's individual claims will be dismissed without prejudice (with court approval) and with prejudice, respectively, in conjunction with the court's approval of this Settlement in all other respects.

10.3. Further Related Case. On or around August 04, 2025, another alleged Aggrieved Employee filed another PAGA action entitled *Keyari Westfield v. Pham Ikeda Dental Corporation* in the Superior Court County of Orange with case number 30-2025-0152418-CU-OE-CXC ("Westfield PAGA Action"). The Parties to Westfield PAGA Action have discussed and anticipate dismissal of said PAGA action subject to settlement of Ms. Westfield's alleged individual claims.

11. ADDITIONAL PROVISIONS.

11.1. 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, including any recitals herein, or any act in furtherance thereof, including the entry of the Order and Judgment, is intended or should be construed as an admission by any Defendant that any of the allegations made or to be made in the Action, or in any motion or application for approval of this Settlement, have merit, is true, or that any Defendant has any liability for any claims asserted or to be asserted; nor should it be intended or construed as an admission by Plaintiff that any Defendant's defenses made or to be made in Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, the Parties reserve all rights to the fullest extent allowable under law, including Defendants reserve all available defenses and contentions to all claims made or

to be made in the Action, whether or not consistent with any statements, if any, set forth in this Agreement, including the start and end dates of any applicable PAGA Period, and Plaintiff reserves the right to contest Defendants' defenses or contentions made or to be made. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Settlement).

- 11.2. Notice to LWDA. Plaintiff or Plaintiff's Counsel shall serve notice of this Settlement and the motion papers submitted to the Court requesting approval of this Settlement to the LWDA at the same time such approval is requested of the Court and provide proof of such service to the Court. PAGA Counsel shall also forward a copy of the Order and Judgment entered by the Court to the LWDA no later than five (5) days after such entry.
- 11.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits, if any, along with Plaintiff's Individual Settlement Agreement, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. This paragraph is not intended to and shall not affect the validity of any settlements related to resolution of the individual claims related to the Ramirez Class Action or the Montes Class Action as referenced in paragraph 10.1.1.
- 11.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the court for resolution. In the instance of resort to a mediator pursuant to the terms herein, the Parties shall divide the fees and costs associated with such mediator evenly as between Plaintiff, on the one hand, and Defendants, on the other.
- 11.5. 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.
- 11.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants 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.
- 11.7. 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 authorized representatives, and approved by the Court.
- 11.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to

the benefit of, the successors of each of the Parties.

- 11.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the state of California, without regard to conflict of law principles.
- 11.10. 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.
- 11.11. Confidentiality. To the extent permitted by law, all agreements made and orders entered, if any, during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants.
- 11.13. 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.
- 11.14. 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.
- 11.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing.
- 11.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts comprising together a fully executed agreement shall be deemed to be one and the same instrument.

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11.17. Tolling of Five Year Statute. The Parties agree that upon the complete execution of this Agreement, pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the duration of the period from the complete execution of the Agreement to the time that the Court enters the Order and Judgment or issues an order disapproving the Settlement without opportunity to seek further approval of the Settlement.

Dated: 02 / 18 / 2026

Tazjanay Gomez

By: Plaintiff Tazjanay Gomez

Dated: _____

By:
Title:
Defendant HMPS Management Services,
LLC

Dated: _____

By:
Title:
Defendant Pham Ikeda Dental Corporation

Dated: _____

By:
Title:
Defendant Mary Pham Ikeda Dental
Corporation

Approved as to form and content:

OTKUPMAN LAW FIRM

DENTAL & MEDICAL COUNSEL, P.C.

Dated: 02 / 18 / 2026



Roman Otkupman, Esq.
Nida Farishta, Esq.
Attorneys for Plaintiff Tazjanay Gomez

Dated: _____

Young Choi, Esq.
Ali Oromchian, Esq.
Attorneys for Defendants HMPS Management
Services, LLC, Pham Ikeda Dental
Corporation, and Mary Pham Ikeda Dental
Corporation

11.17. Tolling of Five Year Statute. The Parties agree that upon the complete execution of this Agreement, pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the duration of the period from the complete execution of the Agreement to the time that the Court enters the Order and Judgment or issues an order disapproving the Settlement without opportunity to seek further approval of the Settlement.

Dated: _____ Dated: 03/25/2026 _____

By: Plaintiff Tazjanay Gomez
By:  Mary Pham
Title: CEO
Defendant HMPS Management Services, LLC

Dated: 03/25/2026 _____ Dated: 03/25/2026 _____


By: Mary Pham
Title: CEO
Defendant Pham Ikeda Dental Corporation

By: Mary Pham
Title: CEO
Defendant Mary Pham Ikeda Dental Corporation

Approved as to form and content:

OTKUPMAN LAW FIRM DENTAL & MEDICAL COUNSEL, P.C.

Dated: _____ Dated: 03/27/2026 _____

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