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Attorneys for Plaintiff DANA MARIA SEPULVEDA MORALES, on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NAPA

DANA MARIA SEPULVEDA MORALES, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

EYE CARE CENTER OF NAPA VALLEY, A MEDICAL CORPORATION, a California Corporation; DAVID S. KIM; an individual; PAUL K. ROW; an individual; and DOES 1 through 100, inclusive,

Defendants.

Case No.: **25CV001559**

[*Assigned to Hon. Joseph J. Solga - Dept. B*]

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF A PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND JUDGMENT THEREON

Hearing date: September 4, 2026
Time: 8:30 AM
Dept.: B

[Filed concurrently herewith: Plaintiff's Motion for Approval of PAGA Settlement; Declaration of Sevada Hakopian In Support Thereof; Declaration of Steven I. Azizi In Support Thereof; and Declaration of Dana Maria Sepulveda Morales]

Complaint Filed: July 29, 2025
Trial Date: None Set

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The Court, having reviewed and considered Plaintiff DANA MARIA SEPULVEDA MORALES' ("Plaintiff") Motion for Approval of the Private Attorneys General Act ("PAGA") Settlement and all documents submitted in support of the motion, HEREBY ORDERS AND ENTERS JUDGMENT AS FOLLOWS:

1. The proposed PAGA settlement of Eighty Thousand Dollars and Zero Cents ($80,000.00) ("Gross Settlement Amount") as set forth in the JOINT STIPULATION OF SETTLEMENT AND RELEASE OF PAGA ACTION ("Settlement" or "Agreement") between the parties is approved pursuant to California Labor Code ("Labor Code") section 2699(l)(2).

2. The entire Net Settlement Amount (the remainder of the Gross Settlement Amount after deducting PAGA counsel's fees ($26,667.00), costs of litigation ($14,245.64, but up to $15,000.00), Plaintiff's Enhancement Award ($4,000.00), and the settlement administrator's costs ($2,650.00) with 35% allocated to the PAGA Members as Individual PAGA Payments, and 65% to LWDA in settlement of the PAGA claims). The remainder is to be paid to PAGA Members as Individual PAGA Payments.

3. The Net Settlement Amount shall be distributed to PAGA Members pro rata based upon their respective number of pay periods during the PAGA Period. "PAGA Member(s)" means all current and former non-exempt employees of Eye Care Center of Napa Valley, A Medical Corporation, David S. Kim, and Paul K. Row (collectively, the "Eye Care Defendants"). "PAGA Pay Period" means the period from May 22, 2024 to January 15, 2026. The Judgment is final as of the day the Court enters a Judgment on its Order Approving the PAGA Settlement.

4. PAGA Counsel shall be paid $26,667.00 in attorneys' fees and reimbursed up to $15,000.00 for costs.

5. Pursuant to the terms of the Settlement, an Enhancement Award to Plaintiff in an amount not to exceed $4,000.000 in recognition of her efforts in prosecuting this Action for the benefit of the State of California and PAGA Members, is hereby granted and shall be paid to Plaintiff.

6. The Court approves ILYM Group, Inc. ("ILYM") to serve as the Administrator as provided in the Settlement Agreement. The Administrator shall be paid $2,650.00 for performance

of settlement administration services.

7. The Eye Care Defendants are to transfer funds to the Settlement Administrator pursuant to the terms of the Settlement Agreement.

8. The Court approves the Notice of PAGA Settlement ("Settlement Letter") attached hereto as **Exhibit A.**

9. The face of each settlement 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. For any PAGA Member 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 PAGA Member.

10. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, PAGA Members are deemed to release all claims and theories for penalties pursuant to the Private Attorneys General Act of 2004 that were set forth, or that could have been set forth based on the facts alleged in the Action during the PAGA Period, pursuant to *Huff v. Securitas Services USA, Inc.* (2018) 25 Cal.App.5th 745, including, but not limited to, under California Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 2802, 2810.5, 2698 *et seq*., and related IWC Wage Orders, based on the various theories of liability, including but not limited to, failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay waiting time penalties, failure to pay timely wages, failure to furnish accurate wage statements, failure to indemnify employees for necessary expenditures. No claims other than those for PAGA penalties are being released. The Released Claims are for the PAGA Period of May 22, 2024 to January 15, 2026.

11. Pursuant to Labor Code section 2699, subdivision (1)(3), Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten (10) days after entry of the Order and Judgment.

12. This Court shall retain jurisdiction with respect to all matters related to the

administration and consummation of the settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

13. The Administrator shall file a final report by _____, 2026 confirming all disbursements have been made pursuant to the Settlement Agreement and this Order and Judgment, including an indication of the total amounts paid to the LWDA and the PAGA Members and confirming that uncashed funds have been distributed to the California Unclaimed Wages Fund.

14. A Non-Appearance Case Review re: Distribution is set for _____, 2026 at _____ A.M. in Department B of the Napa County Courthouse, located at 825 Brown St., Napa, California 94559.

Dated: _____

_____
Hon. Joseph J. Solga
Napa County Superior Court Judge

EXHIBIT A

<<Mailing Date>>

To: <<First Name>> <<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: *Dana Maria Sepulveda Morales v. Eye Care Center of Napa Valley, et al.*, Napa County Superior Court Case No. 25CV001559

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the above-referenced lawsuit ("Action").

The lawsuit was filed on July 29, 2025 by Dana Maria Sepulveda Morales ("Plaintiff") against Eye Care Center of Napa Valley, A Medical Corporation ("Eye Care Center"), David S. Kim ("Kim"), and Paul K. Row ("Row") (collectively, "Defendants"). Plaintiff filed the Action seeking to recover civil penalties under the California Private Attorneys General Act of 2004 ("PAGA") for herself and other alleged aggrieved employees ("PAGA Members") based on alleged violations of the California Labor Code.

Defendants deny all of Plaintiff's allegations and deny any wrongdoing of any kind associated with Plaintiff's allegations. Defendants also deny that this action could proceed on a representative basis.

Following mediation, a settlement was reached between Plaintiff and Defendants. On << Date>>, the settlement was approved by the Court, with a portion to be paid to the California Labor and Workforce Development Agency and a portion to be paid to all current and former non-exempt employees of Defendants in California during the period from May 22, 2024 to January 15, 2026 ("PAGA Period"). The Court has not made a determination about Plaintiff's claims and this Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff's claims.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as a PAGA Member. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California as a non-exempt employee during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, PAGA Members will release the Released Parties from all claims and theories for penalties pursuant to the Private Attorneys General Act of 2004 that were set forth, or that could have been set forth based on the facts alleged in the Action during the PAGA Period, including, but not limited to, under California Labor Code sections 200, 201, 202, 203, 204, 210,

226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 2802, 2810.5, 2698 *et seq*., and related IWC Wage Orders, based on the various theories of liability, including, but not limited to, failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay waiting time penalties, failure to pay timely wages, failure to furnish accurate wage statements, failure to indemnify employees for necessary expenditures. No claims other than those for PAGA penalties are being released. There is no statutory right for any Aggrieved Employee to object, opt out, or otherwise exclude himself/herself/themselves from this settlement.

Do <u>not</u> contact the Court to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

PROOF OF SERVICE

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 750 N. San Vicente Blvd, Ste. RW 1000, West Hollywood, California 90069.

On August 13, 2026, I served the foregoing documents on the interested parties in this case:

- **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF A PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND JUDGMENT THEREON**

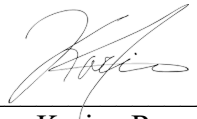
Jack Jimenez, Esq. **O'HAGAN MEYER** Address: 550 South Hope Street Suite 2400 Los Angeles, CA 90071 Emails: jjimenez@ohaganmeyer.com	**Attorneys for Defendants**

[ ] **BY MAIL:** I am "readily familiar" with the practices of MIRACLE MILE LAW GROUP, in collecting and processing correspondence and documents for mailing. Under that practice, documents for mailing would be deposited with the US Postal Service on that same day this affidavit is signed with postage fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date is more than 1-day after the day of deposit for mailing the affidavit. [CCP § 1013]

[X] **BY EMAIL:** I served the above-mentioned document electronically on the parties listed at the e-mail addresses on the next page and, to the best of my knowledge, the transmission was complete and without error in that I did not receive an electronic notification to the contrary.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 13, 2026, at West Hollywood, California.



Karine Reganyan
Declarant