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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE 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 the Hon. Joseph J. Solga, Dept. B]* **<u>REPRESENTATIVE ACTION</u>** **JOINT STIPULATION RE: REPRESENTATIVE ACTION SETTLEMENT** Complaint Filed: July 29, 2025 Trial Date: None Set

This Joint Stipulation of Settlement and Release of the Private Attorneys General Act ("PAGA") Action (the "Agreement") is made and entered into between Plaintiff DANA MARIA SEPULVEDA MORALES ("Plaintiff"), individually and on behalf of the proposed PAGA Group (defined below), and Defendants EYE CARE CENTER OF NAPA VALLEY, A MEDICAL CORPORATION ("Eye Care Center"), DAVID S. KIM, and PAUL K. ROW (the "Eye Care Defendants"), in the lawsuit entitled "*Sepulveda v. Eye Care Center of Napa Valley, et al.*," filed in Napa County Superior Court, Case No. 25CV001559 (the "Action"). Plaintiff and the Eye Care Defendants shall be, at times, collectively referred to as the "Parties," or individually as "Party." This Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. <u>DEFINITIONS</u>

1.1. **"Action"** shall mean Plaintiff's Private Attorneys General Act ("PAGA") lawsuit entitled *Sepulveda v. Eye Care Center of NAPA Valley, et al.*, filed in Napa County Superior Court, Case No. 25CV001559, filed on or about July 29, 2025, and the underlying PAGA Notice sent to the Labor and Workforce Development Agency ("LWDA") by Plaintiff on May 22, 2025.

1.2. **"Approval and Fairness Hearing"** shall mean the hearing held to ascertain the fairness, reasonableness, and adequacy of the PAGA Settlement. At this hearing, the Court will consider PAGA Counsel's application for Attorneys' Fees and Expenses, the PAGA Representative's Enhancement Award, the Administration Expenses, and approval of the PAGA payment. The Proposed Order Granting Approval and Entering Judgment is attached, in substantial form, as **Exhibit B.**

1.3. **"Approval Date"** shall mean the date upon which the Court enters an order granting approval of the PAGA Settlement and enters Judgment.

1.4. **"Claims"** shall mean the claims and theories alleged and causes of action alleged in the Action, or that could have been alleged in the Action, including the PAGA penalties alleged in the Action.

1.5. **“Court”** shall mean the Superior Court of California, County of Napa (or any court to which the Action is transferred).

1.6. **“Defendants” or the “Eye Care Defendants”** shall mean the Eye Care Center of Napa Valley, A Medical Corporation, David S. Kim, and Paul K. Row.

1.7. **“Defense Counsel”** shall mean Jack Jimenez of O’Hagan Meyer, 550 South Hope Street Suite 2400, Los Angeles, California, 90071.

1.8. **“Effective Date”** shall be the later of the time when: (i) the date of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant, (ii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part, (iii) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (iv) if no appeal is filed, the sixty-first (61st) day after the Court enters final approval of the settlement and the Judgment approving this Agreement and Plaintiff providing notice of the settlement/Judgment to the LWDA.

1.9. **“Enhancement Award”** means the amount the Court authorizes to be paid to the Plaintiff or PAGA Representative in addition to her Individual Settlement Payment as a PAGA Member, in recognition of her efforts and work in prosecution of the Action, up to $4,000.00.

1.10. **“Gross Settlement Amount”** shall mean the agreed upon settlement amount totaling Eighty Thousand Dollars and Zero Cents ($80,000.00), to be paid by the Eye Care Defendants in full settlement of the Released Claims asserted in this Action, which includes the Attorneys’ Fees and Costs, Settlement Administration Fees, the LWDA payment, the Enhancement Award, and Individual Settlement Payments.

1.11. **"Individual Settlement Payment"** shall mean the proportionate share of the Net Settlement Amount to be distributed to each PAGA Member on the number of his/her/their Pay Periods worked in the PAGA Period in relation to the aggregate number of Pay Periods worked by the Settlement Group during the PAGA Period. Pursuant to PAGA, thirty-five percent (35%) of the Net Settlement Amount shall be paid to PAGA Members as Individual Settlement Payments.

1.12. **"LWDA Payment"** shall mean sixty-five percent (65%) of the Net Settlement Amount that will be distributed to the LWDA pursuant to PAGA.

1.13. **"Net Settlement Amount" or "NSA"** shall mean the Gross Settlement Amount, minus the Court-approved amounts awarded for the Attorneys' Fees and Costs, Settlement Administration Fees, the PAGA Representative's Enhancement Award, and the LWDA Payment. The Parties intend that the NSA shall be sufficient to pay all valid claims of the Settlement Group Members. Accordingly, if for any reason the total value of Individual Settlement Payments to Settlement Group Members exceeds this amount, then payment to each Settlement Group Member will be adjusted on a pro-rated basis so that the total payout to the Settlement Group Members does not exceed the NSA.

1.14. **"PAGA"** refers to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2699, *et seq*.

1.15. **"PAGA List"** shall mean the information for each PAGA Member which the Eye Care Defendants shall compile from their business records and provide to the Administrator for purposes of providing notice of the Settlement to the PAGA Group. The PAGA List shall be in a readable, ready to use, MS Excel spreadsheet, which will provide for each PAGA Member, the following information: (a) full name; (b) last-known mailing address; (c) social security number; (d) start and end dates of employment as a PAGA Member during the PAGA Period and/or number of pay periods employed as a PAGA Member during the PAGA Period. The PAGA List will be provided to the Settlement Administrator within 21 days of the Eye Care Defendants receiving written notification that the Court granted approval of the Settlement.

1.16. **"PAGA Counsel"** refers to Miracle Mile Law Group, LLP, 750 N. San Vicente Blvd., Suite RW1000, West Hollywood, California 90069.

1.17. **PAGA Counsel's Attorneys' Fees and Expenses"** shall mean the PAGA Counsel's attorneys' fees and expenses to be requested and subject to approval by the Court at the time of the Approval Hearing in an amount not to exceed Twenty-Six Thousand Six Hundred Sixty-Seven Dollars and Zero Cents ($26,667.00) (one-third of the Gross Settlement Amount) and costs not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00).

1.18. **"PAGA Member(s)" and/or "Settlement Group Members" and/or "Settlement Group"** means all current and former non-exempt employees of the Eye Care Defendants in California during the PAGA Period.

1.19. **"PAGA Period"** shall mean the period from May 22, 2024 to January 15, 2026.

1.20. **"PAGA Release"** *See* the Released Claims.

1.21. **"Parties"** means Plaintiff (as defined below) and the Eye Care Defendants.

1.22. **"Plaintiff" and/or "PAGA Representative"** means Plaintiff Dana Maria Sepulveda Morales.

1.23. **"Released Claims"** shall mean all the claims and theories for penalties pursuant to PAGA that were set forth, or that could have been set forth 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.

1.24. **“Released Parties”** shall mean the Eye Care Defendants, and includes any of their former and present officers, directors, executives, partners, managers, owners, shareholders, members, employees, agents, attorneys, any of their former and present parents, subsidiaries, successors, assigns and affiliates and related entities, and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives, and any individual or entity which could be liable or jointly liable for any claims alleged in the Action, and the Eye Care Defendants’ counsel of record in the Action.

1.25. **“Settlement”** shall mean the settlement between the Parties, which is memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

1.26. **“Settlement Administrator”** shall mean ILYM Group, Inc., the third-party settlement administrator selected by the Parties and to be approved by the Court, which the Parties have agreed will be responsible for the administration of the Settlement and related matters. The Administrator’s fee and expenses are estimated to not exceed 2,650.00.

1.27. **“Settlement Group” and/or “Settlement Group Members**” means all PAGA Members [as defined above].

1.28. **“Settlement Letter”** shall mean the letter accompanying the Individual Settlement Payments attached, in substantial form, as **Exhibit A.**

2. <u>FACTUAL AND PROCEDURAL BACKGROUND OF ACTION</u>

2.1. On May 22, 2025, Plaintiff provided notice pursuant to Labor Code sect. 2699.3 to the Department of Industrial Relations Accounting Unit and the Eye Care Defendants regarding her intention to file a PAGA complaint based on the Released Claims.

2.2. On July 29, 2025, Plaintiff filed the Action in Napa County Superior Court alleging ten (10) causes of action: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) failure to pay timely wages; (7) wage statement violations; (8) failure to indemnify; (9) penalties pursuant to Labor Code sect. 2699, *et seq*., and (10) unfair competition (Business and Professions Code sect. 17200, *et seq*.)

2.3. The Parties agreed to mediate with Gayle L. Eskridge of Eskridge Law & Mediation on or about December 1, 2025. As a result, Plaintiff requested and received informal discovery from the Eye Care Defendants that were used to evaluate the claims and theories alleged. Thereafter, with the assistance of the mediator, and continued discussions among PAGA Counsel and Defense Counsel, the Parties were able to resolve the Action.

2.4. On or around March 4, 2026, the Court granted the Parties "Joint Stipulation to Dismiss Class Claims (With Prejudice As To Plaintiff Only)". Plaintiff's causes of action 1 through 8, and 10, were dismissed, while Plaintiff's representative claim under PAGA remains pending and subject to Court approval.

2.5. The Parties and their respective counsel believe this Agreement reflects a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement as a result of arms-length negotiations, facilitated in part by an experienced and neutral mediator, taking into account all relevant factors, present and potential.

3. ALLEGATIONS OF THE PAGA REPRSENTATIVE AND BENEFITS OF THE SETTLEMENT

3.1. The investigation and extensive exchange of information and informal discovery conducted in this matter, as well as discussions between counsel have been adequate to give PAGA Counsel and understanding of the merits of the Parties' respective positions and to evaluate the potential worth of the claims of the Settlement Group. The information and data exchanged by the Parties prior to and during mediation and settlement negotiations thereafter are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

3.2. The Parties recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against the Eye Care Defendants through trial and through appeals. PAGA Counsel has considered the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as difficulties and delays inherent in such litigation, as well as trying the claims of the Settlement Group. PAGA Counsel believes that the Settlement set forth in this Agreement confers substantial benefits upon Plaintiff and the Settlement Group Members and that an independent review of this Agreement by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, PAGA Counsel has determined that the Settlement set forth in the Agreement is in the best interests of Plaintiff and the PAGA Members.

4. NO ADMISSION OF ANY LIABILITY

4.1. This Agreement represents a compromise and settlement of highly disputed claims. This Agreement does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission of liability by Defendants as to merits, validity, or accuracy of any of the allegations or claims made against the Eye Care Defendants in the Action. The Eye Care Defendants deny each and all of Plaintiff's allegations in their entirety.

4.2. Nothing in this Agreement, nor any action taken or made in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the negotiations leading to the Agreement, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the Court entered into in connection therewith.

4.3. The Parties agree that Plaintiff's motion for approval of the Settlement and the Eye Care Defendants' agreement thereto is for purposes of the Settlement Only. If, for any reason, the Settlement is not approved, this Agreement will not be admissible in this or any other proceeding as evidence that (i) the Action should proceed forward on a representative basis; or (ii) the Eye

Care Defendants are liable to Plaintiff or the Settlement Group Members as Plaintiff alleged. In the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Defendants will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Action, including, but not limited to, their ability to move to compel arbitration, raise defenses in opposition to the Action, contest the merits of the claims and theories alleged, etc.

5. SETTLEMENT CONSIDERATION

5.1. **Gross Settlement and Net Settlement Amounts and Distribution**. The Gross Settlement Amount and other actions and forbearances taken by the Eye Care Defendants shall constitute adequate consideration for the Settlement and will be made in full and final settlement of: (a) the Released Claims; (b) PAGA Counsel's Attorneys' Fees and Expenses; (c) Administration Expenses; (d) Plaintiff's Enhancement Award; (e) LWDA Payment; and (f) the Individual Settlement Payments to the Settlement Group Members, and any other obligation of the Eye Care Defendants under this Agreement.

5.2. **Payments to Settlement Group Members.** Each Settlement Group Member shall be eligible to receive an Individual Settlement Payment. The Parties understand that Settlement Group Members who receive an Individual Settlement Payment pursuant to this Agreement shall be solely responsible for any and all other individual tax obligations associated with the payment. The Parties agree that there is no statutory right for any PAGA Member to object, opt out, or otherwise exclude himself/herself/themselves from this Settlement.

5.3. **No Effect on Employee Benefits**. Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours, days, or weeks or service under any employee benefit plan, policy or bonus program sponsored the Eye Care Defendants (or their affiliates, parents or successors). Such amounts will not form the basis for additional contributions to, benefit under, or any other monetary entitlement under the Eye Care Defendants' sponsored benefit plans, policies or bonus programs, if any. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Eye Care Defendants' benefit plans, policies, or bonus programs, if any. The Eye Care Defendants retain the right to modify the language of their benefits plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Agreement are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement. The Eye Care Defendants do not consider the Individual Settlement Payments "compensation" for purposes of determining eligibility for, or benefit accrual within, any benefits plan, policy, or bonus program, or any other plan or program sponsored by the Eye Care Defendants (or their affiliates, parents or successors), if any.

5.4. **PAGA Counsel Attorneys' Fees and Expenses**. As part of the motion for approval of Settlement, PAGA Counsel may submit an application for an award of Attorneys' Fees and Expenses. The Eye Care Defendants agree not to object to any such fee, cost or expense application in line with this Agreement and in an amount not to exceed Twenty-Six Thousand Six Hundred Sixty-Seven Dollars and Zero Cents ($26,667.00) (one-third of the Gross Settlement Amount) for attorneys' fees and up to Fifteen Thousand Dollars and Zero Cents ($15,000.00) for recoverable costs. As a condition of this Settlement, PAGA Counsel has agreed to pursue fees and costs only in the manner reflected by this Agreement. Any PAGA Counsel Attorneys' Fee and Expenses awarded by the Court shall be paid from the Gross Settlement Amount. If the PAGA Counsel voluntarily reduces the request for Attorneys' Fees and Expenses or the Court's award is less than set forth above, the difference shall remain with the Net Settlement Amount.

The Attorneys' Fees and Expenses approved by the Court shall encompass: (a) all work performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent the Settlement Group through the date of this Agreement; (b) all work performed and costs to be incurred in connection with approval by the Court of the Settlement set forth in this Agreement; (c) all work performed and costs and expenses, if any, incurred in connection with administering the PAGA Settlement through the Effective Date; and (d) may be based on the Catalyst Theory and/or Common Fund Doctrine.

5.5. **Plaintiff's Enhancement Award.** The Parties agree that subject to the Court's review and approval, Plaintiff will receive an enhancement award of $4,000.00 for her efforts in bringing the Action on behalf of the Settlement Group, which will be paid from the Gross Settlement Fund. To the extent the Enhancement Award is not approved by the Court in the amounts set forth above, and the order becomes final, then the non-approved amount will be added to the Net Settlement Amount to be distributed to the Settlement Group.

5.6. **Size of the Settlement Group**. The settlement negotiations were premised on the following: it was estimated for purposes of Settlement that the PAGA Members [35 non-exempt employees] collectively worked a total of 1,112 pay periods to the December 1, 2025 mediation. If the actual total pay periods worked by the PAGA Employees during the PAGA Period exceeds this figure by more than 10% (i.e., if there are 1,224 or more total pay periods), Defendants shall increase the Gross Settlement Amount on a proportional basis for those pay periods worked in excess of 10% (i.e., if there is a 12% increase in the total pay periods, the Eye Care Defendants shall increase the Gross Settlement Amount by 2%).

6. ADMINSTRATION COSTS AND EXPENSES

6.1. **The Settlement Administrator's Costs and Expenses.** All costs and expenses due to the Settlement Administrator in connection with its administration of the Settlement described in the Agreement, including, but not limited to, formatting and mailing the Settlement Letter and Individual Settlement Payments, performing a National Change of Address database search to update Settlement Group Members addresses prior to the mailing, performing skip-traces to locate and update Settlement Group Members' addresses, calculating, and distributing Individual Settlement Payments, and any other tasks requested by the Parties or by the Court, among other tasks as reflected within this Agreement, will be paid through the Gross Settlement Amount.

7. FUNDING AND DISTRIBUTION

7.1. **Funding of the Gross Settlement Amount**. The Settlement Administrator will provide the Eye Care Defendants with its bank wire instructions to establish the Qualified Settlement Fund (QSF). Within thirty (30) days of the Effective Date, the Eye Care Defendants shall transmit the Gross Settlement Amount to the Settlement Administrator.

7.2. **Distribution of the Gross Settlement Amount**. Within thirty (30) calendar days of the Effective Date, the Administrator will pay to the Settlement Group Members, their Individual Settlement Payments via first-class regular U.S. Mail; to PAGA Counsel, the Court-awarded Attorneys' Fees and Litigation Expenses Payment; to the Plaintiff, the Enhancement Award; to the LWDA, the Court-approved LWDA Payment; and to the Administrator, the Court-awarded Administration Fee and Expenses. Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Individual Settlement Payments, Court-awarded Attorneys' Fees and Litigation Expenses, the Court-approved LWDA Payment, and Court-awarded Administration Fees and Expenses will be treated and reported for tax purposes as non-wage payments and the Administrator will be responsible for issuing IRS Forms 1099 as required.

Before mailing Individual Settlement Payments to Settlement Group Members, the Administrator must update the recipients' addresses using the National Change of Address Database. The Administrator must conduct a skip trace for all Settlement Group Members whose checks are returned undelivered without a USPS forwarding address. Within seven (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 a skip trace. The Administrator need not take further steps to deliver checks to the Settlement Group Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Settlement Group Members whose original check was lost or misplaced as requested by the Settlement Group Member prior to the void date.

7.3. **Non-Cashed Settlement Checks**. Settlement Group Members shall have one hundred eighty (180) days to cash their checks. Any funds associated with uncashed checks after one hundred eighty (180) days will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code sect. 1500 *et seq*., for the benefit of those Settlement Group Members whose checks were voided.

8. NULLIFICATION OF THIS AGREEMENT

8.1. **Non-Approval of the Agreement**. If (a) the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment on this Action, or (c) the approval of the Settlement and judgment is reversed, modified or declared or rendered void, then the Settlement shall be considered null and void, and neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement (and any related filings set forth in this Agreement) has been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Agreement to facilitate approval. In the event the Courts awards less than the requested amounts for Administration Fees, PAGA Counsel's Attorneys' Fees and Expenses, Plaintiff's Enhancement Award, or the PAGA Payment, the difference shall become part of the Net Settlement Amount.

8.2. **Invalidation.** Invalidation of any material portion of the Settlement shall invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that remaining provisions of the Settlement are to remain in full force and effect.

8.3. **Stay Upon Appeal.** In the event of a timely appeal from the approval of the Settlement and Judgment, the Judgment shall be stayed, and Defendants shall not be obligated to fund the Gross Settlement Amount or take any other actions required by this Agreement until all appeal rights have been exhausted by operation of law.

9. MOTION OR STIPULATON FOR COURT APPROVAL

9.1. **Approval**. PAGA Counsel will submit this Agreement to the Court along with a Motion or Stipulation for an Order Granting Approval of the Settlement. Plaintiff will provide the Eye Care Defendants with the opportunity to review and comment upon drafts of all pleadings to be filed in connection with the Motion or Stipulation for an Order Granting Approval of the

Settlements (e.g., notice of motion, memorandum of points and authorities, declarations) at least three (3) business days prior to filing such documents with the Court.

9.2. **Submission of Approval Order to LWDA.** Plaintiff shall timely provide notice of this Settlement and the Court's approval of this Settlement to the LWDA in accordance with Labor Code sect. 2698 *et seq*.

10. RELEASES AND WAIVERS

10.1. **Settlement Group Members' Release**. Upon the date the Gross Settlement Amount is fully funded, Plaintiff, the Settlement Group Members, and the State of California vis-à-vis the LWDA shall hereby release the Released Parties for the Released Claims for the PAGA Period.

11. DUTIES OF THE PARTIES

11.1. **Mutual Full Cooperation**. The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts, including all effects contemplated by this Agreement and any other efforts that may become necessary by Court order or otherwise, to effectuate the terms of this Agreement. As soon as practicable after execution of this Agreement, PAGA Counsel, with the cooperation of the Eye Care Defendants and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this Agreement.

11.2. **Duty to Support and Defendant the Settlement.** The Parties agree to abide by all the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

12. MISCELLANEOUS PROVISIONS

12.1. **Different Facts**. The Parties hereto, and each of them, acknowledge that, except for matters expressly represented herein, the facts in relation to the dispute and all claims released by the terms of this Agreement may turn out to be other than or different from the facts now known by each Party and/or their counsel, or believed by each Party or counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this Agreement shall be in all respects effective and binding despite such difference.

12.2. **No Prior Assignments**. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged except as set forth herein.

12.3. **Non-Admission**. Nothing in this Agreement shall be construed as or deemed to be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other person, and the Parties specifically disclaim any culpability, negligence, or wrongdoing toward each other or any other person. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any admission by the Eye Care Defendants of wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any admission by the Eye Care Defendants regarding the merits of the Claims in this Action. Nothing herein shall constitute an admission by the Eye Care Defendants that the Action was properly brought as a representative action other than for settlement purposes. To the contrary, the Eye Care Defendants have denied and continue to deny each and every material factual allegation and all Claims. To this end, the Settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of the Eye Care Defendants or of the truth of any of the factual allegations in the Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of the Eye Care Defendants in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

12.4. **Media or Press.** Plaintiff and the Eye Care Defendants, and their respective counsel, agree to limit public comment on this Settlement, the Action, and claims in the Action, stating that the matter has been resolved to the satisfaction of the Parties. Plaintiff and the Eye Care Defendants, and their respective counsel shall not initiate public comment and/or discuss with or present to the media or press.

12.5. **Construction**. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that this Agreement is not to be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Agreement. If any of the dates in the Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

12.6. **Governing Law**. This Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflict of law principles, in all respects, including execution, interpretation, performance, and enforcement.

12.7. **Captions and Interpretations**. Section titles or captions contained herein are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Agreement or any provision thereof.

12.8. **Modification**. This Agreement may not be changed, altered, or modified, except in writing signed by the Parties and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

12.9. **Integration Clause**. This Agreement contains the entire agreement between the Parties relating to the Settlement of the Action and the transactions contemplated thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, and whether by a party or such party's legal counsel, are hereby superseded. No rights under this Agreement may be waived except in writing as provided above.

12.10. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the Parties and Settlement Group Members and their respective past, present, and former heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and assigns.

12.11. **Corporate Signatories**. Any person executing this Agreement or any such related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or partnership to execute this Agreement or any such related document.

12.12. **Execution in Counterparts**. This Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

12.13. **Attorneys' Fees, Costs and Expenses**. Except as otherwise specifically provided for herein, each Party shall bear their or its own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other Party to this Agreement.

12.14. **Third Party Beneficiaries**. All Released Parties are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Released Party as against Plaintiff, PAGA Members, or any party acting on Plaintiff's or any PAGA Member's behalf.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement

on the date below their signatures of their representatives. The date of the Agreement shall be the date of the latest signature.

IT IS SO AGREED:

Dated: Aug 10, 2026 ________________________, 2026

Dana Sepulveda Morales
Dana Sepulveda Morales (Aug 10, 2026 10:54:47 PDT)
DANA MARIA SEPULVEDA MORALES
Plaintiff and PAGA Representative

Dated: ________________________, 2026

____
EYE CARE CENTER OF NAPA VALLEY, A MEDICAL CORPORATION
Defendant

By: ______________________________

Its: ______________________________

Dated: ________________________, 2026

____
DAVID S. KIM
Defendant

Dated: ________________________, 2026

____
PAUL K. ROW
Defendant

AGREED AS TO FORM:

Dated: August 6 ________________________, 2026

____
STEVEN I. AZIZI
SEVADA HAKOPIAN
Counsel for Plaintiff DANA MARIA SEPULVEDA MORALES

Dated: ________________________, 2026

____
JACK JIMENEZ
Counsel for Defendants EYE CARE CENTER OF NAPA VALLEY, DAVID S. KIM, and PAUL K. ROW

on the date below their signatures of their representatives. The date of the Agreement shall be the date of the latest signature.

IT IS SO AGREED:

Dated: ______________________, 2026

____
DANA MARIA SEPULVEDA MORALES
Plaintiff and PAGA Representative

Dated: August 12, 2026

____
EYE CARE CENTER OF NAPA VALLEY, A MEDICAL CORPORATION
Defendant

By: David S Kim, MD

Its: President

Dated: 8/12, 2026

____
DAVID S. KIM
Defendant

Dated: 8/12, 2026

____
PAUL K. ROW
Defendant

AGREED AS TO FORM:

Dated: ______________________, 2026

____
STEVEN I. AZIZI
SEVADA HAKOPIAN
Counsel for Plaintiff DANA MARIA SEPULVEDA MORALES

Dated: ______________________, 2026

____
JACK JIMENEZ
Counsel for Defendants EYE CARE CENTER OF NAPA VALLEY, DAVID S. KIM, and PAUL K. ROW

on the date below their signatures of their representatives. The date of the Agreement shall be the date of the latest signature.

IT IS SO AGREED:

Dated: ______________________, 2026

____
DANA MARIA SEPULVEDA MORALES
Plaintiff and PAGA Representative

Dated: ______________________, 2026

____
EYE CARE CENTER OF NAPA VALLEY, A MEDICAL CORPORATION
Defendant

By: __________________________________

Its: __________________________________

Dated: ______________________, 2026

____
DAVID S. KIM
Defendant

Dated: ______________________, 2026

____
PAUL K. ROW
Defendant

AGREED AS TO FORM:

Dated: _______________________, 2026

____
STEVEN I. AZIZI
SEVADA HAKOPIAN
Counsel for Plaintiff DANA MARIA SEPULVEDA MORALES

Dated: August 13, 2026

Jack Jimenez
____
JACK JIMENEZ
Counsel for Defendants EYE CARE CENTER OF NAPA VALLEY, DAVID S. KIM, and PAUL K. ROW