

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Ashley Cruz and Breenea Walker (“Plaintiffs,” “Plaintiff Cruz,” and “Plaintiff Walker”) and Defendant Wellnessmart M.D., a Professional Medical Corporation (“Defendant”), subject to the approval of the Court. Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties”.

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1. “Action” means the lawsuit alleging wage and hour violations captioned *Cruz v. Wellness M.D., a Professional Medical Corporation* initiated by Plaintiff Cruz on May 30, 2024, as amended, and pending in Superior Court of the State of California, County of Santa Clara (Case Number 24CV440175).
2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount that 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 Preliminary Approval of the Settlement.
4. “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the PAGA Period.
5. “Class” or “Class Member” means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the Class Period.
6. “Class Counsel” means Justice Law Corporation.
7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses to compensate Class Counsel for their legal work in connection with the Action.
8. “Class Data” means Class Members’ identifying information in Defendant’s possession, including the Class Member’s: (a) full name; (b) last-known mailing address; (c) Social Security number; and (d) number of workweeks within the Class Period and pay periods within the PAGA Period.

9. "Class Notice" means the Notice of Proposed Settlement of Class Action and Hearing Date to be provided to the Class Members by the Administrator in the form set forth herein as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Administrator).
10. "Class Period" means the period from May 30, 2020, through June 17, 2025.
11. "Class Representative Service Payments" means the amount to be paid to Plaintiffs for initiating the Action and providing services in support of the Action.
12. "Court" means the Superior Court of California, County of Santa Clara.
13. "Defendant" means Wellnessmart M.D. a Professional Medical Corporation, and related successors including Doctors Wellness Company, LLC, Wellnessmart MD Inc., and Richard Craig McCauley, A Professional Medical Corporation.
14. "Defense Counsel" means Bent Caryl & Kroll, LLP.
15. "Effective Date" means the later of the following dates: (a) if no objection to the settlement is made, then no later than fourteen (14) calendar days after entry of the order granting final approval; (b) if an objection is made but no appeal filed, then no later than fourteen (14) calendar days after the running of the appeal period; or (c) if an appeal is filed, then no later than fourteen (14) calendar days after the final judgment becomes final and is no longer subject to appeal.
16. "Final Approval" means the Court's order granting final approval of the Settlement.
17. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
18. "Gross Settlement Amount" means \$400,000 to be paid by Defendant as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant or any of the Released Parties and shall be inclusive of all amounts due from Defendant under the terms of this Agreement, including payments of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, PAGA Penalties, and Individual Class Payments.
19. "Individual Class Payment" means each Participating Class Member's share of the Net Settlement Amount based on their weeks worked during the Class Period.
20. "Individual PAGA Payment" means each Aggrieved Employee's individual share of thirty-five percent (35%) of the PAGA Penalties that is to be distributed to Aggrieved Employees based on their pay periods worked during the PAGA Period.
21. "Judgment" means the Final Approval Order and Judgment entered by the Court subsequent thereto.

22. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled.
23. "LWDA Payment" means the sixty-five percent (65%) portion of the PAGA Penalties payable to the LWDA as its share of the settlement of civil penalties pursuant to PAGA.
24. "Net Settlement Amount" means the Gross Settlement Amount less the Court-approved amount for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, and PAGA Penalties.
25. "Non-Participating Class Member" means a Class Member who submits a valid and timely Request for Exclusion.
26. "PAGA Penalties" means the portion of the Gross Settlement Amount designated for PAGA, sixty-five percent (65%) of which will be allocated to the LWDA and thirty-five percent (35%) of which will be distributed to the Aggrieved Employees as their Individual PAGA Payments.
27. "PAGA Period" means the period from June 20, 2024, through June 17, 2025.
28. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.
29. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
30. "Preliminary Approval Hearing" means the Court's hearing on the Motion for Preliminary Approval of the Settlement.
31. "Released Class Claims" means effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and that occurred during the Class Period. Except as set forth in Section I(32) of this Agreement, the Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
32. "Released PAGA Claims" means effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all

claims for PAGA penalties that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and written notice to the LWDA and that occurred during the PAGA Period.

33. “Released Parties” means Defendant and its parents, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents, employees, and stockholders.
34. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice and shall be the last date Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail their Objection to the Settlement. Class Members to whom Class Notices are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the date the Response Deadline has expired.
35. “Request for Exclusion” means a letter submitted by a Class Member to exclude themselves from the Class Settlement submitted in accordance with the instructions in the Class Notice. Such a written request will have no effect on the Class Member’s inclusion in the PAGA portion of the Settlement.
36. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.

II. RECITALS

1. On May 30, 2024, Plaintiff Cruz filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Santa Clara, alleging violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (h) Business & Professions Code section 17200, *et seq.*
2. After engaging in discovery, investigations, and negotiation, on April 22, 2025, the Parties attended mediation with the mediator Michael Ludwig but were unable to negotiate a settlement at the time. After continued negotiations with the mediator’s assistance, the Parties negotiated a tentative settlement via a mediator’s proposal.
3. In line with the settlement, on June 20, 2025, Plaintiff Walker provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions.
4. On July 7, 2025, Plaintiff Cruz filed a First Amended Complaint that updated the “class” definition, added Plaintiff Walker as a named plaintiff, and added a cause of action for violation of Labor Code section 2698 (PAGA) (“Operative Complaint”).

5. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint.
6. The Parties conducted investigation and discovery of the facts and law both before and after the Action was filed. Defendant produced documents relating to their policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, and meal and rest breaks along with payroll, timekeeping, and operational policies. As part of Defendant's production, Plaintiffs reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiffs to understand the number of workweeks and pay periods. Plaintiffs also located and interviewed putative class members who worked for Defendant throughout the Class Period. The investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.
7. The Court has not granted class certification.
8. The Parties, Class 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 Agreement and Settlement.

III. SETTLEMENT TERMS AND CONDITIONS

1. **Workweeks and PAGA Pay Periods.** Based on its records at the time of mediation, Defendant estimates there are: (a) 516 Class Members who worked a total of 20,277 workweeks during the Class Period; and (b) 210 Aggrieved Employees who worked a total of 3,392 pay periods during the PAGA Period.
2. **Funding of the Gross Settlement Amount and Disbursement of Settlement Payments.** Defendant shall deposit the Gross Settlement (including the employer payroll taxes) into the Qualified Settlement Fund maintained by the Administrator no later than the Effective Date. No later than fourteen (14) calendar days after the funding of the Gross Settlement Amount, the Administrator will make all settlement payments to the appropriate entities and persons.
3. **Gross Settlement Amount.** Defendant agrees to pay \$400,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Participating Class Members are not required to submit claim forms to receive settlement payments. None of the Gross Settlement Amount will revert to Defendant.
4. **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 Final Approval:

- a. **Class Counsel.** Class Counsel will apply to the Court for an award of no more than \$140,000 (35% of the Gross Settlement Amount) as their Class Counsel Fees Payment and an amount no more than \$25,000 for all reasonable costs and expenses incurred as their Class Counsel Litigation Expenses Payment.
 - i. The Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. The Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel.
 - ii. If the Court approves a Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment of less than these amounts, the remainder will be retained in the Net Settlement Amount for distribution to the Participating Class Members.
 - iii. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, and one or more IRS Form 1099 will be issued to Class Counsel.
- b. **Plaintiffs.** Plaintiffs will apply to the Court for an award of no more than \$10,000 to each Plaintiff (totaling \$20,000) as the Class Representative Service Payments in addition to the Individual Class Payment to be paid to Plaintiffs.
 - i. The Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount.
 - ii. If the Court approves Class Representative Service Payments of less than the amounts requested, the remainder will be retained in the Net Settlement Amount for distribution to the Participating Class Members.
 - iii. The Class Representative Service Payments shall not be subject to wage withholdings and shall be reported on IRS Form 1099. Plaintiffs will be solely responsible for any tax payments associated with the Class Representative Service Payments.
- c. **Administrator.** The Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$15,000.
 - i. To the extent the Administration Expenses Payment that are documented and approved by the Court are less than the amount requested, the remainder will be retained in the Net Settlement Amount for distribution to the Participating Class Members.

- d. **LWDA and Aggrieved Employees.** The Parties will seek approval from the Court for the PAGA Penalties of \$25,000, sixty-five percent (65%) of which (\$16,250) shall be paid to the LWDA as its share of the settlement of civil penalties pursuant to PAGA and thirty-five percent (35%) of which (\$8,750) will be distributed to the Aggrieved Employees as their Individual PAGA Payments.
 - i. The Individual PAGA Payments will be calculated by: (1) dividing the thirty-five percent (35%) share of PAGA Penalties (\$8,750) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period; and (2) multiplying the result by each Aggrieved Employee's pay periods during the PAGA Period.
 - ii. If the Court approves a PAGA Penalties of less than the amount requested, the remainder will be retained in the Net Settlement Amount for distribution to the Participating Class Members.
 - iii. Each Aggrieved Employee will be bound by the Released PAGA Claims and will receive their Individual PAGA Payment regardless of whether they are a Participating Class Member or Non-Participating Class Member.
5. **Payments from the Net Settlement Amount.** Subject to the terms and conditions of this Agreement, the Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Administrator will calculate Individual Class Payments as follows:
 - a. The Individual Class Payments will be calculated by: (i) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period; and (ii) multiplying the result by each Participating Class Member's workweeks during the Class Period.
6. **Tax Withholding.** Twenty percent (20%) of the Individual Class Payments is in settlement of wage claims ("Wage Portion") that is subject to wage withholdings and will be reported on IRS Form W-2. Eighty percent (80%) of the Individual Class Payments is in settlement of claims for interest and penalties ("Non-Wage Portion") that is not subject to wage withholdings and will be reported on IRS Form 1099. The Individual PAGA Payments shall not be subject to wage withholdings and shall be reported on IRS Form 1099.
7. **Effect of the Non-Participating Class Members.** The Non-Participating Class Members will not receive Individual Class Payments. However, if a Non-Participating Class Member is an Aggrieved Employee, they shall still receive their Individual PAGA Payment. The Non-Participating Class Members' Individual Class Payments will remain a part of the Net Settlement Amount for distribution to the Participating Class Members on a *pro rata* basis relative to their Individual Class Payments.

8. **Uncashed Settlement Checks.** Participating Class Members and Aggrieved Employees must cash their settlement check within one hundred eighty (180) calendar days after the settlement checks are mailed. If a settlement check is returned to the Administrator, the Administrator will make all reasonable efforts to re-mail it to the affected Participating Class Member and Aggrieved Employee at his or her correct address by using email addresses, phone numbers, Social Security numbers, and credit reports. If a settlement check is not cashed within one hundred twenty (120) calendar days after its last mailing to the Participating Class Member and Aggrieved Employee, the Administrator will also send the affected Participating Class Member and Aggrieved Employee a notice informing him or her that unless the settlement check is cashed in the next sixty (60) calendar days, it will expire and become non-negotiable, and will offer to replace the settlement check if it was lost or misplaced but not cashed. If the settlement check remains uncashed by the expiration of the 60-day period after this notice, the uncashed funds will be sent to the California State Controller's Office to be held as "Unclaimed Property" in the name of the Participating Class Member and Aggrieved Employee.
9. **Appointment of the Administrator.** The Administrator's duties will include: (a) preparing, printing, and mailing the Class Notice; (b) creating and maintaining a static website; (c) conducting a National Change of Address Database ("NCOA") search to update the Class Members' addresses before mailing the Class Notices; (d) re-mailing returned Class Notices; (e) setting up a toll-free telephone number; (f) receiving and reviewing for validity completed Requests for Exclusion; (g) providing the Parties with weekly status reports about the delivery of Class Notices and receipt of completed Requests for Exclusion, objections, and disputes; (h) calculating settlement payments; (i) issuing the checks to effectuate the payments due under the Settlement; and (k) issuing the tax reports. The Administrator will establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
10. **Procedure for Approving Settlement.**
 - a. **Motion for Preliminary Approval of Settlement by the Court.**
 - i. After execution of this Agreement, Class Counsel will prepare and file a Motion for Preliminary Approval with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice.
 - ii. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit a Proposed Order Granting Preliminary Approval of the Settlement.

- iii. If the Court declines to preliminarily approve material aspects of the Settlement, the Parties shall work together to address any issues raised and propose a revised Settlement for the Court's approval. An award of a lesser amount than that sought for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payments will not constitute a material modification.
- b. **Notice to the Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be mailed the Class Notice as follows:
- i. No later than fourteen (14) calendar days after entry of the Order Granting Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator. The Administrator shall not provide the Class Data to Class Counsel absent express authorization from Defendant. If any or all the Class Data is unavailable to Defendant, then Defendant will inform Class Counsel, and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Administrator. This information will remain confidential and will not be disclosed to anyone except as required to applicable taxing authorities to carry out the reasonable efforts described herein or pursuant to Defendant's express written authorization or by order of the Court.
 - ii. Using best efforts to mail it as soon as possible and no later than fourteen (14) calendar days after receiving the Class Data, the Administrator will mail the Class Notices to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant. Prior to mailing the Class Notices, the Administrator shall update the Class Data using the NCOA.
 - iii. If a Class Notice is returned because of an incorrect address, the Administrator will promptly search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned as undeliverable. These reasonable steps shall include, at a minimum: (1) tracking of all undelivered mail; (2) performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, Social Security Numbers, and credit reports; and (3) promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice is re-mailed, the Administrator will note for its own records.
 - iv. No later than sixteen (16) court days before the Final Approval Hearing, the Administrator will provide the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Requests for Exclusion (including the numbers of valid and deficient Requests for Exclusion), objections, and disputes that it received. Prior to the Final

Approval Hearing, the Administrator will supplement its declaration of due diligence if there are any material changes.

- c. **Objections, Disputes, and Requests for Exclusion.** The Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payments.
 - i. **Disputes as to Workweeks and/or Pay Periods.** Each Class Member and Aggrieved Employee shall have up to the Response Deadline to dispute the number of workweeks and/or pay periods allocated to them during the Class Period and PAGA Period respectively. Any notice of dispute shall be directed to the Administrator. Any dispute regarding this allocation shall be resolved by the Administrator with the input and assistance from Defense Counsel.
 - ii. **Objections to the Settlement.** Only Participating Class Members may object to the Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Administrator and postmarked no later than the Response Deadline. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. The Administrator will provide the Parties' counsel with a copy of written objections received.
 - 1. Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payments even if they have not submitted written objections to the Administrator.
 - 2. A Participating Class Member who does not submit an objection in the manner and by the deadline specified above will be deemed to have waived any objection to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payments. The Non-Participating Class Members shall have no ability to comment on or object to the Settlement.
 - iii. **Requests for Exclusion.** The Class Members who wish to exclude themselves from the Settlement must mail to the Administrator a signed letter setting forth their name with a simple statement that they request exclusion from the class and do not wish to participate in the settlement postmarked no later than the Response Deadline. To be valid, a Request for Exclusion must be timely and comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Request for Exclusion, the Administrator will have the right to demand additional proof of the Class Member's identity.

1. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. A Non-Participating Class Member will not participate in or be bound by the Settlement and Judgment.
 2. A Class Member who does not complete and mail a timely Request for Exclusion in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member, will receive an Individual Class Payment, and will be bound by all terms and conditions of the Settlement if the Settlement is approved by the Court regardless of whether he or she has objected to the Settlement. The Class Members who submit a Request for Exclusion shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.
 3. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, both the Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in this Agreement and will remain eligible to receive Individual PAGA Payments.
- d. **No Solicitation.** The Parties and their counsel represent that they have not nor will solicit or encourage any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
- e. **Motion for Final Approval.**
- i. Class Counsel will prepare and file with the Court a Motion for Approval of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments along with a Motion for Final Approval of the Settlement.
 - ii. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement, then the Parties shall work together in good faith to address any concerns raised by the Court. As award of a lesser amount than that sought for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payments will not constitute a material modification.
 - iii. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of: (1) enforcing this Agreement; (2) addressing settlement administration matters; and (3) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

- iv. If any opposition is filed to the Motion for Final Approval, then no later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the Motion for Final Approval.
- f. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the material terms and conditions of this Agreement, Plaintiffs, Participating Class Members who did not timely submit an objection to the Settlement, Class Counsel, Defendant, and Defense Counsel waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment will become non-appealable at the time that it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including payments under the Settlement) will be suspended until such time as the appeal is finally resolved and Judgment becomes Final.
- g. **Vacating, Reversal or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, that court's decision is not completely reversed, and Judgment is not fully affirmed on review by a higher court, then the Parties shall work together in good faith to address any issues raised by the reviewing court no later than fourteen (14) calendar days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the court's award of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payments will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this section.
- h. **Final Report by Administrator to Court.** Within ten (10) calendar days after final disbursement of all funds from the Gross Settlement Amount, the Administrator will provide the Parties with a declaration providing a final report on the disbursements of all funds from the Gross Settlement Amount.

11. Release of Claims.

- a. **Participating Class Members.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Participating Class Members will release the Released Parties from the Released Class Claims.

- b. **Aggrieved Employees.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments Plaintiffs, State of California, and Aggrieved Employees will release the Released Parties from the Released PAGA Claims.
- c. **Plaintiffs.** Plaintiffs and their former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (i) all claims that were, or could have been, alleged based on the facts contained in the Operative Complaint; and (ii) all PAGA claims that were, or could have been, alleged based on facts contained in the written notice to the LWDA (“Plaintiffs’ Release”).
 - i. 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 Class Period.
 - ii. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law Plaintiffs now know or believe to be true. But Plaintiffs agree that Plaintiffs’ Release shall remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.
 - iii. Plaintiffs also expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the 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.

12. **Miscellaneous Terms.**

- a. **Confidentiality Prior to Preliminary Approval.** Until the Motion for Preliminary Approval is filed, Plaintiffs, Class Counsel, Defendant, and Defense Counsel agree that they will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate and/or publicize, any of the terms of the Agreement to any person, corporation, association, government agency, or other entity except: (i) to the Parties’ attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (ii) to counsel in a related matter; (iii) to the extent necessary to report income to appropriate taxing authorities; (iv) in response to a court order or subpoena; or (v) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such

information. Moreover, until the Motion for Preliminary Approval is filed, Plaintiffs, Class Counsel, Defendant, and Defense Counsel agree not to initiate any conversation or other communication with a third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This section does not restrict Class Counsel’s communication with Class Members in accordance with Class Counsel’s ethical obligations owed.

- b. **No Admission.** Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted. Nothing in this Agreement should be intended or construed as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Agreement only. If the Court does not grant Preliminary Approval or Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant’s defenses. This Agreement and willingness to settle will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Agreement).
- c. **Attorney Authorization.** The Parties’ counsel warrant and represent that they are authorized by the Parties to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator.
- d. **No Effect on Other Benefits.** The Individual Class Payments and Individual PAGA Payments will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement. Plaintiffs, Participating Class Members, and Aggrieved Employees will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement. Any amounts paid will not impact or modify any previously credited hours of service or compensation considered under any bonus or incentive plan, benefit plan sponsored or contributed to by Defendant or any jointly trusted benefit plan, or for purposes of calculating the regular rate of pay.
- e. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibit will constitute the entire agreement between the Parties relating to the Settlement. It will then be deemed no oral representations, warranties, covenants, or inducements have been made to any

Party regarding this Agreement or its exhibit other than the representations, warranties, covenants, and inducements stated in this Agreement and its exhibit.

- f. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts 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.
- g. **Continuing Jurisdiction.** The Parties stipulate that the Court may, upon proper motion and good cause showing, enter judgment on the terms set forth herein. The Settlement shall be admissible to the Court in the event of an enforcement action. The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.
- h. **Stay of Litigation.** The Parties agree upon execution of this Agreement to refrain from further litigation except to effectuate the terms of this Agreement. Pursuant to CCP section 583.330 and upon the signing of this Agreement, the Parties agree to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the date of mediation until the Effective Date.
- i. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations 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.
- j. **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 released and discharged in this Settlement.
- k. **No Tax Advice.** Neither Class Counsel nor Defense Counsel intend anything contained in this Settlement to constitute 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).
- l. **Fair Settlement.** The Parties and their counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations.
- m. **Cooperation.** 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.

- n. **Modification of Agreement.** Any and all parts of the Agreement may be amended, modified, changed, or waived only by an express written instrument signed by all Parties and approved by the Court.
- o. **Headings.** The descriptive heading of any section or section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- p. **Applicable Law.** All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the laws of California.
- q. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- r. **Notice.** All notices, demands, or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. mail and email as follows:

To Plaintiffs: Douglas Han
Shunt Tatavos-Gharajeh
Talia Lux
Justice Law Corporation
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com
tlux@JusticeLawCorp.com

To Defendant: Jesse M. Caryl
Bent Caryl & Kroll, LLP
6300 Wilshire Blvd, Suite 1415
Los Angeles, California 90048
Telephone: (323) 315-0510
Facsimile: (323) 774-6021
jcaryl@bcklegal.com

- s. **Escalator Clause.** If it is determined that the number of workweeks within the Class Period exceeds ten percent (10%) or more of 20,277 (*i.e.*, more than 22,305 workweeks), then, at Defendant's option, either the: (i) Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of workweeks increases by 12%, then the Gross Settlement Amount will increase by 2%); or (ii) Class Period shall end on the date that the number of workweeks reaches 22,305 workweeks.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 07/30/2025

Ashley Cruz

By: 

Dated: _____

Breena Walker

By: _____

Dated: _____

Justice Law Corporation [Approving as to Form Only]

By: _____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Talia Lux, Esq.
Attorneys for Plaintiffs

Dated: _____

Wellnessmart M.D., a Professional Medical Corporation

By: _____

Dated: _____

Bent Caryl & Kroll, LLP [Approving as to Form Only]

By: _____
Jesse M. Caryl, Esq.
Attorneys for Defendant

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Ashley Cruz

By: _____

Dated: 07/28/2025

Breenea Walker

By: Breenea Walker

Dated: _____

Justice Law Corporation [Approving as to Form Only]

By: _____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Talia Lux, Esq.
Attorneys for Plaintiffs

Dated: _____

Wellnessmart M.D., a Professional Medical Corporation

By: _____

Dated: _____

Bent Caryl & Kroll, LLP [Approving as to Form Only]

By: _____
Jesse M. Caryl, Esq.
Attorneys for Defendant

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Ashley Cruz

By: _____

Dated: _____

Breenea Walker

By: _____

Dated: _____

Justice Law Corporation [Approving as to Form Only]

By: _____

Douglas Han, Esq.

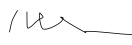
Shunt Tatavos-Gharajeh, Esq.

Talia Lux, Esq.

Attorneys for Plaintiffs

Dated: 04/08/25

Wellnessmart M.D., a Professional Medical Corporation

By:  _____

Dated: July 28, 2025

Bent Caryl & Kroll, LLP [Approving as to Form Only]

By:  _____

Jesse M. Caryl, Esq.

Attorneys for Defendant

2025_07_21_Settlement Agreement (Wellnessmart M.D. adv Cruz)v3 (Final)

Final Audit Report

2025-08-04

Created:	2025-07-28
By:	Jesse Caryl (jcaryl@bcklegal.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ9x_C-GaozanSQthrwFhRyWOXQidMU3r

"2025_07_21_Settlement Agreement (Wellnessmart M.D. adv Cruz)v3 (Final)" History

-  Document created by Jesse Caryl (jcaryl@bcklegal.com)
2025-07-28 - 3:04:02 PM GMT- IP address: 23.241.234.193
-  Document emailed to Richard McCauley (richard.mccauley@gmail.com) for signature
2025-07-28 - 3:04:08 PM GMT
-  Email viewed by Richard McCauley (richard.mccauley@gmail.com)
2025-08-04 - 3:09:33 PM GMT- IP address: 192.178.16.102
-  Document e-signed by Richard McCauley (richard.mccauley@gmail.com)
Signature Date: 2025-08-04 - 11:54:42 PM GMT - Time Source: server- IP address: 47.41.54.46
-  Agreement completed.
2025-08-04 - 11:54:42 PM GMT

EXHIBIT A

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE

Cruz v. Wellness M.D., a Professional Medical Corporation
(Case Number 24CV440175)

The Superior Court for the State of California authorized this Class Notice. Read it carefully! It's not junk mail, spam, advertisement, or solicitation by an attorney. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Wellnessmart M.D., a Professional Medical Corporation (“Defendant”) for alleged wage and hour violations. Defendant denies the allegations. The Action was filed by Plaintiffs Ashley Cruz and Breenea Walker (“Plaintiffs”). The Action seeks payment of:

- (1) Unpaid wages and penalties for a class of all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from May 30, 2020, through June 17, 2025 (“Class,” “Class Members,” “Class Period”); and
- (2) Penalties under the Private Attorneys General Act of 2004 (“PAGA”) for all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from June 20, 2024, through June 17, 2025 (“Aggrieved Employees” and “PAGA Period”).

The settlement has two main parts: (1) class portion of the Settlement requiring Defendant to fund Individual Class Payments; and (2) PAGA portion of the Settlement requiring Defendant to fund Individual PAGA Payments.

Your Individual Class Payment is estimated to be about \$ [REDACTED] (less withholding), and your Individual PAGA Payment is estimated to be about \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on several factors. If no amount is stated for your Individual PAGA Payment, then you are not eligible for an Individual PAGA Payment under the settlement because you did not work during the PAGA Period.

These estimates are based on Defendant’s records showing that you worked [REDACTED] workweeks during the Class Period and worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks during the Class Period and/or worked more pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section IV of this Class Notice.

The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the settlement and requires Class Members and Aggrieved Employees to release certain claims against Defendant.

If you worked for Defendant during the Class Period and/or PAGA Period, you have three (3) basic options under the settlement:

1. **Do Nothing.** You do not have to do anything to participate in the settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Class Member who does not submit a valid and timely Request for Exclusion (“Participating Class Members”), you will give up your right to assert wage-and-hour claims during the Class Period and PAGA penalty claims during the PAGA Period.
2. **Opt Out of the Class Portion of the Settlement.** You can exclude yourself from the class portion of the Settlement by submitting a written Request for Exclusion or notifying the Administrator in writing. If you opt out of the settlement, you will not receive an Individual Class Payment but will preserve your right to personally pursue wage-and-hour claims. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the settlement and will be bound by the release of PAGA penalty claims even if you opt out of the class portion of the Settlement.
3. **Object to the Class Portion of the Settlement but not the PAGA Portion of the Settlement.** You may also object to any aspect of the class portion of the settlement by sending written objections to the Administrator. See Section VII of this Class Notice.

Defendant will not retaliate against you for any actions you take with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant covered by this settlement (Released Claims).
You Can Opt Out of the Class Portion of the Settlement but not the PAGA Portion of the Settlement The Opt Out Deadline is	If you don’t want to fully participate in the settlement, you can opt out of the class portion of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Class Payment. The Non-Participating Class Members cannot object to any portion of the settlement. See Section VI of this Class Notice. You cannot opt out of the PAGA portion of the settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees will be bound by the PAGA portion of the release (defined below).

Participating Class Members Can Object to the Class Portion of the Settlement but not the PAGA Portion of the Settlement Written Objections Must be Submitted by [REDACTED]	All Participating Class Members can object to any aspect of the class portion of the settlement. The Court’s decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to the Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think that they are unreasonable. See Section VII of this Class Notice.
You Can Participate in the Final Approval Hearing	The Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. The Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Class Notice.
You Can Challenge the Calculation of Your Workweeks and/or Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many workweeks you worked during the Class Period and pay periods you worked during the PAGA Period respectively. The number of workweeks you worked during the Class Period and pay periods you worked during the PAGA Period according to Defendant’s records is stated on the first page of this Class Notice. See Section IV of this Class Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action alleges that Defendant violated the labor laws by failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200. Plaintiffs also asserted a claim for civil penalties under Labor Code section 2698 (PAGA). Plaintiffs are represented by attorneys Douglas Han, Shunt Tatavos-Gharajeh, and Talia Lux of Justice Law Corporation.

Defendant denies all allegations and contends that it did not violate any laws. The Court has not made findings as to the allegations or whether any violations occurred. The settlement of the Action represents a compromise of disputed claims designed to avoid expensive and time-consuming litigation.

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination on the merits of the allegations. The Parties hired an experienced, neutral mediator to resolve the Action by negotiating a settlement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation. By signing the Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the

Action and enforcing the Agreement, the Parties have negotiated a settlement that is subject to final approval. Defendant does not admit any violations or concede the merit of any claims.

The Court has preliminarily approved the Agreement as fair, reasonable, and adequate, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. Defendant Will Pay the Gross Settlement Amount of \$400,000. Defendant agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Agreement. The Administrator will use the Gross Settlement Amount to pay all amounts that are due under this Settlement, including the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, Individual Class Payments, Individual PAGA Payments, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).
 - a. Assuming the Court grants Final Approval, Defendant shall deposit the Gross Settlement Amount (including the employer payroll taxes) into the Qualified Settlement Fund maintained by the Administrator no later than the Effective Date. No later than fourteen (14) calendar days after the funding of the Settlement, the Administrator will make all settlement payments, payroll tax payments, and remittance to relevant taxing authorities in accordance with this Agreement.
 - b. “Effective Date” means the later of the following dates: (i) if no objection to the settlement is made, then no later than fourteen (14) calendar days after entry of the order granting final approval; (ii) if an objection is made but no appeal filed, then no later than fourteen (14) calendar days after the running of the appeal period; or (iii) if an appeal is filed, then no later than fourteen (14) calendar days after the final judgment becomes final and is no longer subject to appeal.
2. Court Approved Deductions from the Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following payments to be made from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$140,000 (35% of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to \$25,000 as their Class Counsel Litigation Expenses Payment.
 - b. Up to \$10,000 to each Plaintiff (totaling \$20,000) as the Class Representative Service Payments for filing the Action, working with Class Counsel, and effectively representing the Class. The Class Representative Service Payments will be the only money that Plaintiffs will receive other than the Individual Class Payments and any Individual PAGA Payments.
 - c. Up to \$15,000 to the Administrator as the Administration Expenses Payment for services administering the Agreement.

- d. Up to \$25,000 for PAGA Penalties, sixty-five percent (65%) of which (\$16,250) will be paid to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which (\$8,750) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.
3. Net Settlement Amount. After making the above distributions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (“Net Settlement Amount”) by making out Individual Class Payments to the Participating Class Members based on their workweeks worked during the Class Period.
4. Taxes Owed on the Payments to the Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to the settlement of wage claims (“Wage Portion”) eighty percent (80%) of each Individual Class Payment to the settlement of claims for interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Individual Class Payments and Individual PAGA Payments on IRS Form 1099.
 - a. While the Parties agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Agreement. You should consult a tax advisor if you have any questions about the tax consequences of the settlement.
5. Need to Promptly Cash the Checks. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member whose Individual Class Payment or 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 Class Member. If the monies represented by your check is sent to the California Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Request for Exclusion from the Class Portion of the Settlement. You will be treated as a Participating Class Member, participating fully in the class portion of the Settlement, unless you notify the Administrator in writing that you wish to opt out. The Class Members who request exclusion will not receive Individual Class Payments but will preserve their rights to personally pursue wage-and-hour claims against Defendant.
 - a. You cannot opt out of the PAGA portion of the Settlement. In other words, the Class Members who exclude themselves from the class portion of the Settlement remain eligible for Individual PAGA Payments and will be bound by the release of PAGA penalty claims.

7. Right to Object. Participating Class Members have the right to object to the Settlement, including any of the above-mentioned payments. The Court will consider all objections.
8. The Settlement Will be Void if the Court Denies Final Approval. It is possible that the Court will decline to grant Final Approval of the Agreement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. In either case, the Parties agreed the Agreement will be void: (a) Defendant will not pay any money; and (b) Class Members will not release any claims against Defendant.
9. Administrator. The Court has appointed CPT Group, Inc. (“Administrator”) to send this Class Notice, calculate and make payments, and process Requests for Exclusion. The Administrator will also decide Class Member and Aggrieved Employee challenges over workweeks and pay periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Agreement. The Administrator’s contact information is contained in Section IX of this Class Notice.
10. Release by the Participating Class Members. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and that occurred during the Class Period. Except as set forth in Section I(32) of the Agreement, the Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
11. Release by the Aggrieved Employees. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and written notice to the LWDA and that occurred during the PAGA Period.
12. Released Parties. The Released Parties are defined as Defendant and its parents, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents, employees, and stockholders.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by: (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member’s workweeks during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing the thirty-five percent (35%) share of PAGA Penalties by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's pay periods during the PAGA Period.
3. Workweek / Pay Period Challenges. The number of workweeks you worked during the Class Period and number of pay periods you worked during the PAGA Period, as reflected in Defendant's records, are stated on the first page of this Class Notice. You have until [REDACTED] to challenge the number of workweeks and pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail. Section IX of this Class Notice has the Administrator's contact information.
 - a. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of workweeks and pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweek and pay period challenges based on your submission and on input from Defense Counsel where applicable. The Administrator's decision is final, and you can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will mail a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine Individual Class Payment and Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will mail a single Individual PAGA Payment check to Aggrieved Employees who opt out of the class portion of the Settlement.
3. Updated Address. Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this Class Notice has the Administrator's contact information.

VI. HOW DO I OPT OUT OF THE CLASS PORTION OF THE SETTLEMENT?

Submit a written and signed letter with your full name with a simple statement that you do not want to participate in the Agreement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Cruz v. Wellness M.D., a Professional Medical Corporation* (Case Number 24CV440175), and include your full name. You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section IX of the Class Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Agreement. A Participating Class Member who disagrees with any aspect of the Agreement and/or Motion for Final Approval may wish to object. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure that you identify the Action *Cruz v. Wellness M.D., a Professional Medical Corporation* (Case Number 24CV440175) and include your full name and signature. Section IX of this Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain an attorney to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. The Participating Class Members do not need to submit a written objection to the Administrator to be heard at the Final Approval Hearing. Finally, the Court will hear and consider objections to the PAGA portion of the Settlement. See Section VIII of this Class Notice for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 7 of the Santa Clara County Superior Court located at 191 North First Street San Jose, California 95113. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Agreement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

It's possible that the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

The judge overseeing this case encourages remote appearances. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) The Class Members who wish to appear remotely should contact class counsel at least three (3) days before the hearing if possible. Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. The Class Members may appear remotely using the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll-free conference call number for Department 7. Any Class Member who wishes to appear in person should check in at Court Services (1st floor, Downtown Superior Courthouse, 191 North First Street, San Jose) and wait for a sheriff's deputy to escort them to the courtroom for the hearing.

IX. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Parties have promised to do. The easiest way to read the Agreement, Judgment, or any other settlement documents is to go to Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement, which is on file with the Clerk of the Court. The pleadings and other records in this matter, including the Settlement, may be examined (1) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at <https://santaclara.courts.ca.gov/online-services/case-information-online>; or (2) in person at Records, Superior Court of California, County of Santa Clara, 191 North First Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.

Class Counsel:

Douglas Han
Shunt Tatavos-Gharajeh
Talia Lux
Justice Law Corporation
751 North Fair Oaks Ave. Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
ghan@JusticeLawCorp.com
statavos@JusticeLawCorp.com
tlux@JusticeLawCorp.com

Administrator:

[ADMINISTRATOR]
[MAILING ADDRESS]
[TELEPHONE NUMBER]
[EMAIL]

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On August 5, 2025, I served the foregoing document described as

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

for the following case: **Cruz v. Wellnessmart M.D., a Professional Medical Corporation**
LWDA/Court Case No.: **LWDA Case No.: CM-1106624-25**
Court Case No.: 24CV440175
Santa Clara County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

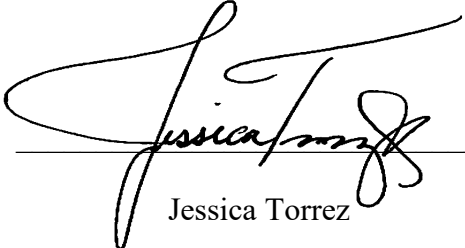
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on August 5, 2025, at Pasadena, California.


Jessica Torrez