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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ANDREE ALEMAN on behalf of herself, all others similarly situated, and on behalf of the general public,

Plaintiffs,

v.

RETINA CONSULTANTS, SAN DIEGO, AN INCORPORATED MEDICAL GROUP; RCSD, INC.; and DOES 1-100,

Defendants.

Case No. 25CU041637C

[*Assigned for all purposes to the Honorable Gregory W. Pollack; Dept. C-71*]

DECLARATION OF DAVID MARA, ESQ., IN SUPPORT OF PLAINTIFF ANDREE ALEMAN'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE

Date: December 18, 2026
Time: 9:30 a.m.

Date Filed: August 8, 2025
Trial Date: None Set

I, DAVID MARA, declare as follows:

1. I am President of Mara Law Firm, PC, and counsel of record for the Plaintiff and the putative class in this matter. I am duly admitted to practice before all the courts of the state of California. The following facts are within my personal knowledge and, if called to testify, I could and would competently testify thereto.
2. I graduated from California Western School of Law and was admitted to practice law in California in May 2004.
3. I extensively handle employment cases which involve violations of the California Labor Code and Industrial Welfare Commission Wage Orders, such as wage and hour class actions and cases alleging violations of the Private Attorneys General Act of 2004 ("PAGA"). I have litigated over three hundred and fifty (350) class action and PAGA lawsuits over the course of approximately 20 years.
4. I was co-class counsel in *Hohnbaum v. Brinker Restaurant Corp.* (San Diego County Superior Court, Case No. GIC834348) which was the underlying case in the California Supreme Court's landmark decision in *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, in which the California Supreme Court delineated the scope of employer obligations to provide, and employee rights to receive, meal and rest periods under California law.
5. I am frequently called upon to author Amicus Curiae briefs on behalf of Consumer Attorneys of California ("CAOC"). For example, I authored the Amicus Curiae briefs on behalf of CAOC in *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, (The California Supreme Court ruling that, like meal periods, employers must relieve employees of all duty and relinquish all control to satisfactorily discharge its obligation to authorize and permit rest periods.); *Frlekin v. Apple, Inc.* (2020) 8 Cal.5th 1038 (The California Supreme Court ruling that the time spent on the employer's premises waiting for, and undergoing, required exit searches of packages, bags, or personal technology devices voluntarily brought to work is compensable hours worked within the meaning of the Wage Orders.); *Oliver v. Superior Court* (2021) California Court of Appeal Case No. H049185

(A brief asking the California Court of Appeal for the Sixth Appellate District to determine whether mandatory drive time of personal vehicles should be considered hours worked within the meaning of the Wage Orders' suffered or permitted test.). *Davidson v. O'Reilly Auto Enterprises, LLC* (9th Cir., 2020; Docket No. 18-56188)(a brief seeking Review *En Banc* of an order denying class certification in a wage and hour matter).

6. I was a member of CAOC's Amicus Committee that determines the cases in which the organization will agree to provide amicus support.

7. I have also lectured as a panelist for California Employment Lawyers Association regarding a host of wage and hour issues.

8. I have been named as class counsel in the following certified cases as a result of the court granting a motion for class certification: *Mario Norona v. B&G Delivery System, Inc.* (Sacramento County Superior Court, Case No. 34-2015-00186826-CU-OE-GDS); *Jerald Schroeder v. YRC, Inc.; et al.* (Central District of California, Case No. 12-cv-01374-TJH); *John Martin v. Sysco Corporation, et al.* (Eastern District of California, Case No. 1:16-cv-00990-DAD-SAB); *William Smith v. Werner Enterprises, Inc. d/b/a C.L. Werner, Inc.* (District of Nebraska, Case No. 8:15-cv-287); *Thomas Perez v. City of San Diego* (San Diego County Superior Court, Case No. 37-2014-00016621-CU-OE-CTL); *Denson Sales, et al. v. United Road Services, Inc. et al* (Northern District of California, Case No. 19-cv-08404-JST), *Eric Mendez v. M&N Consulting, Inc. dba A-Line Messenger Service* (San Bernardino County Superior Court, Case No. CIVDS1923624); *Denson Sales v. Professional Auto Transport, Inc. et al.* (San Bernardino County Superior Court, Case No. CIVDS2010153); *Bobby Williams v. Mohsen Transport, Inc.* (San Diego County Superior Court, Case No. 37-2019-00063361-CU-OE-CTL); and *Ashton Harden v. Mushiana Transport Inc.* (Sacramento County Superior Court, Case No. 34-2021-00301950-CU-OE-GDS).

9. I have also been named as class counsel in numerous cases during the settlement process. Here is a non-exhaustive list of cases where I have been named as class counsel in cases during the settlement process: *Kenneth Cox v. 3PL Worx, et al.* (Yolo County Superior

Court, Case No. CV-18-100); *Brian Davidson v. A&B Trucking Services, Inc.* (Kern County Superior Court Case No. BCV-16-102985); *Alex Vega, et al. v. Advance Beverage Co., Inc.* (Kern County Superior Court, Case No. BCV-16-100848); *Jaime Ruiz v. Altura Centers for Health* (Kern County Superior Court, Case No. BCV-19-101577); *George Zamudio v. AmeriPride Service, Inc.* (Alameda County Superior Court, Case No. RG1809666); *Richard Hendricks v. Antonini Freight Express, Inc.* (San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-6999); *Alton Davis v. Apria Healthcare Group, Inc.* (San Diego County Superior Court, Case No. 37-2014-00004724-CU-OE-CTL); *Alan Atchison v. Ashley Furniture Industries, Inc., et al.* (Central District of California, Case No. 17-cv-00528-JAK-SP); *Bernard Payton v. Atech Logistics, Inc.* (Sonoma County Superior Court, Case No. SCV 258595); *Ramon Jenkins v. Compass Group USA, Inc., et al.* (Yolo County Superior Court, Case No. CVCV-18-747); *Timothy Spikes, et al. v. Bear Trucking, Inc., et al.* (San Bernardino County Superior Court, Case No. CIVDS1715151); *Joshua Turpen v. Benjamin's Transfer Inc.* (Solano County Superior Court, Case No. FCS048845); *Cesar Mendoza v. Bi-Rite Food Service, Inc.* (San Mateo County Superior Court, Case No. 17CIV02044); *Terrance Bailey v. Blue Apron, LLC; et al.* (Northern District of California, Case No. 18-cv-07000-VC); *Jeffrey Weast v. California Aseptic Beverages, LLC* (San Bernardino County Superior Court, Case No. CIVDS1825256); *Michael Valentich v. Hub Construction Specialties, Inc.* (San Bernardino County Superior Court, Case No. JCCPDS4893); *Jose De Jesus Ortega Velazquez v. Hunter Landscape, Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVDS1928062); *Adrian Diaz v. Keystone Automotive Operations, Inc.* (Riverside County Superior Court, Case No. RIC1817450); *Arturo Gonzalez v. NCI Group, Inc. dba NCI Building Systems* (Eastern District of California, Case No. 18-cv-00948-AWI-SKO); *Larry Perez v. The Nielsen Company (US), LLC* (Orange County Superior Court, Case No. 30-2021-01194324-CU-OE-CXC); *Erik Martinez v. Patrick Industries, Inc.* (San Bernardino County Superior Court, Case No. CIVDS2009663); *Randolph Fitch v. Shaw Industries, Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVSB2024674); *Joshua*

Rael v. Intercontinental Hotels Group Resources, Inc. (Los Angeles County Superior Court, Case No. 19STCV16010); and *Aaron Romero v. Vitro Flat Glass, LLC* (Kern County Superior Court, Case No. BCV-21-101357).

Litigation History

10. Plaintiff filed her class action complaint on August 8, 2025, in San Diego County Superior Court (Case No. 25CU041637C). The complaint alleges the following causes of action against Defendants: 1) Failure to Pay All Straight Time Wages; 2) Failure to Pay Overtime; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Rest Periods; 5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; 6) Failure to Pay all Wages Due at the Time of Termination of Employment; 7) Failure to Reimburse/Illegal Deductions; and 8) Violation of Unfair Competition Law.
11. Plaintiff submitted her Notice of Labor Code Violations to the LWDA on August 6, 2025.
12. On October 22, 2025, Plaintiff filed a First Amended Complaint alleging a cause of action for Defendants' alleged violations of the Private Attorneys General Act of 2004.
13. The Parties conducted significant investigation and discovery of the facts and law. Through informal discovery, Defendants produced relevant policy documents that covered employees' employment with Defendants, such as employee handbooks. Included within these documents were Defendants' wage and hour policies, including its meal and rest period policies. Defendant also produced a sampling of time and wage records for Class Members. Plaintiff also requested, and Defendants produced, the number of current and former employees, as well as the number of workweeks worked by Class Members during the relevant time period, to establish a potential exposure model in preparation for mediation. From this discovery, Plaintiff and her Counsel were able to analyze Defendants' liability and prepare a realistic damage model.
14. The Parties attended an all-day mediation presided over by wage and hour mediator Michael Dickstein on April 10, 2026. The mediation was ultimately successful. The Parties then met and conferred over all the terms of the settlement and finalized their settlement in the Parties' Agreement. The Parties' Agreement is attached hereto as **Exhibit 1**.

Meal Periods

15. Plaintiff contends that Defendant does not provide employees with meal periods that conform with California law. Employers have an obligation under California law to provide employees with thirty (30) minute meal periods. Under California Labor Code § 512(a), "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes . . . ." Cal. Lab. Code § 512(a). An employer "satisfies this obligation [to provide meal periods] if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does not impede or discourage them from doing so." *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040.
16. In *Donohue v. AMN Services, LLC*, the California Supreme Court issued a decision, wherein it ruled that time records showing late, short, or missed meal periods raises a rebuttable presumption that the meal periods were not provided: "If time records show missed, short, or delayed meal periods with no indication of proper compensation, then a rebuttable presumption arises" that the meal periods were not provided in accordance with California law. *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 74.
17. Plaintiff contends that, here, the time records show non-compliant meal periods. In these shifts, under *Donohue*, Plaintiff contends that it is presumed that meal period violations occurred.
18. Defendants assert that their meal period policy is lawful and that they provide employees with meal periods in compliance with California law. Further, Defendants allege that if litigation continues they would be able to show that they advised employees of the right to take a meal period in compliance with California law. Defendants contend that employees either took a lawful meal period or knowingly and voluntarily decided to skip the meal period or take a late or short meal period. Defendants contend that this evidence would rebut the presumption under *Donohue v. AMN Services, LLC*. Defendants also assert that in rebutting the presumption, the Court or fact finder would have to ask each employee

why their time records show a non-compliant meal period. This could be due to employees knowingly and voluntarily deciding to skip the meal period or taking a late or short meal period. To make this determination, Defendants contend the Court or fact finder would have to ask each employee about each instance which would defeat certification as individual issues would predominate. Defendants also assert that the evidence in this case shows that it paid meal period premiums in shifts in which employees were not provided with compliant meal periods. Thus, Defendants contend that to the extent an employee was not provided the opportunity to take a legally compliant meal period, they were provided a meal premium.

19. Plaintiff contends that approximately 48% of shifts have a meal period violation. If Plaintiff were to prevail on this claim for the entire class period, Plaintiff and the Class Members would be entitled to the following potential damages: $546,574 (41,362 shifts x 0.48 x $27.53 = $ = $546,574.01).

20. Defendants contend that that this amount should be zero because they provided meal periods to employees in accordance with California law. Defendants contend that employees either took a lawful meal period or knowingly and voluntarily decided to skip the meal period or take a late or short meal period. As such, Defendant contends that it can rebut the presumption under *Donohue v. AMN Services, LLC*.

Rest Periods

21. Employers have an obligation to provide employees with ten (10) minute rest periods. An employer's obligation to provide its employees with rest periods arises under the Industrial Welfare Commission Wage Orders. Wage Order 7-2001, Section 12(A) states, "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof." Here, Plaintiff alleges that Defendant does not provide employees with a "net" ten-minute rest period meaning that employees must use their rest period time to transit to and from a suitable rest area.

22. Defendants assert that their rest period policy is lawful and that they provide employees with rest periods in compliance with California law. Defendants contend that if litigation were to continue, they would provide declarations from employees stating that they knew they were entitled to rest periods in accordance with California law and that they were able to take full ten-minute rest periods at a suitable rest area.

23. If Plaintiff were to prevail on this claim for the entire class period, Plaintiff and the Class Members would be entitled to the following potential damages: $1,138,695 (41,362 shifts x $27.53 = $1,138,695.86).

24. Defendants contend that this amount should be zero because they have a lawful rest period policy. Defendants contend that they provided employees with full ten-minute rest periods at a suitable rest area. Defendants assert that employees were told they could take full ten-minute rest periods. Defendants contend that if litigation were to continue, employees' testimony would confirm this.

Unpaid Wages – Regular Rate of Pay

25. California Labor Code section 510 and Wage Order 7 require employers to pay non-exempt employees overtime wages of no less than one and one-half times their respective regular rates of pay for all hours worked in excess of eight hours in one workday, all hours worked in excess of forty hours in one workweek, and/or the first eight hours worked on the seventh consecutive day of the workweek. The regular rate of pay under California law includes all remuneration for employment paid to, on behalf of, the employee. In *Alvarado v. Dart Container Corporation of California*, the California Supreme Court observed, "[r]egular rate of pay, which can change from pay period to pay period, includes adjustments to the straight time rate, reflecting, among other things, shift differentials and the per hour value of any nonhourly compensation the employee has earned." *Alvarado v. Dart Container Corporation of California* (2018) 4 Cal. 5th 542, 554.

26. Plaintiff asserts that Defendants do use the proper regular rate of pay when calculating overtime owed to employees. As a result, Plaintiff argues that Defendants paid employees less overtime wages than they were owed. Plaintiff asserts that the regular rate of pay under

California law includes all renumeration for employment paid to the employee.

27. Plaintiff contends that Defendants pay employees bonuses in addition to hourly pay. Plaintiff asserts that Defendants do not adjust the regular rate of pay when determining the overtime rate owed. Defendants argue that bonuses are entirely discretionary and, therefore, do not need to be included in the regular rate of pay. Thus, the Parties have a dispute about whether Defendants were required to adjust the regular rate of pay due to bonuses paid to employees.

28. Based upon the sampling of records, if Plaintiff were to prevail on this claim for the entire class period, Plaintiff and the Class Members would be entitled to potential damages in the amount of $34,767.60.

29. Defendants contend that all bonuses paid were discretionary and, on that basis, they do not need to be included in the regular rate of pay. Accordingly, Defendants contend that no additional overtime wages are owed.

Business Reimbursements

30. Plaintiff contends that employees are not reimbursed for all business expenses. Under Labor Code § 2802, an employer must "indemnify its employees for expenses they necessarily incur in the discharge of their duties…" *Gattuso v. Harte-Hanks Shoppers, Inc.* (2015) 169 P.3d 889. In *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1140, it was held that § 2802 requires employers to always reimburse employees who are required to use personal cell phones for work-related calls for a reasonable percentage of their cell phone bills. Plaintiff contends that Defendants require employees to use their personnel cell phones for business purposes, such as to request a replacement for an employee's shift.

31. Defendants assert that employers must only reimburse an employee for "necessary expenditures." Defendants assert that there is not a necessity to use a personal cell phone nor are employees expected to use their personal cell phones. Defendants contend that it provides all employees access to phones for use while working. Defendants contend that employees could make request for an employee to cover their shift in person during their

work shift and did not need to use their personal cell phones for this purpose.

32. If Plaintiff were to prevail on this claim, Plaintiff and the Class Members would be entitled to the following potential damages: $137,760 (56 months during the relevant time period x $60 x 41 current employees = $137,760).

33. Defendants contend that employees are not required to use their personal cell phones for business purposes. As such, Defendant asserts that there are no damages for this claim.

Wage Statements and Waiting Time Penalties

34. Plaintiff also pursued claims for failure to provide accurate itemized wage statements and waiting time penalty claims. These claims are derivative of Plaintiff's meal period, rest period, and unpaid wages claims. Should Plaintiff's meal period, rest period, and unpaid wages claims fail, these claims would also fail.

35. In addition, as to the waiting time penalties claims, Defendants argue that Plaintiff would not be able to prove that Defendants "willfully" failed to pay Class Members the appropriate wages due upon separation of employment. "A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due. However, a good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203." Cal. Code Regs. Tit. 8 § 13520. "A 'good faith dispute' that any wages are due occurs when an employer presents a defense, based in law or fact, which would preclude any recovery on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist." *Id.* Defendants contend that any failure to pay wages due at the separation of employment was not willful. Defendants argue that they would not be liable for waiting time penalties because a "good faith dispute" exists over the payment of those wages. *See* Cal. Code Regs. Tit. 8 § 13520; *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1201.

36. As to Plaintiff's wage statement claim, Defendants assert that any violation of California Labor Code § 226 was not "knowing and intentional." *See* Cal. Lab. Code § 226(e) ("An employee suffering injury as a result of a knowing and intentional failure by an employer"

may recover damages") (emphasis added); Amaral v. Cintas Corp. No. 2, 163 Cal.App.4th 1157, 1195 (2008) ("Some statutory penalties are imposed only if an employers' violation was 'willful' or 'knowing.' . . . [S]ection 226, subdivision (e) penalizes an employer's 'knowing and intentional' failure to provide itemized wage statements under section 226, subdivision (a)[.]"). Further, Defendants also argue that Plaintiff's unpaid wage claims cannot form the basis of her wage statement claim. Defendants rely on the case *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, for the position that employees do not suffer injury under California Labor Code § 226(a) so long as the wage statements correctly reflected the hours worked and the pay received even if the pay is later determined to be inaccurate.

37. If Plaintiff were to prevail on her wage statement claim, the potential damages would be $296,000 (4 employees x $4,000 maximum penalty = $296,000).

38. As these damages are derivative of Plaintiff's meal period, rest period, and unpaid wages claims, if Plaintiff's meal period, rest period, and/or unpaid wages claims fail, this claim also would fail. Defendants also contend that Plaintiff would not be able to show that this violation was knowing and intentional. On this basis, Defendants contend that Plaintiff would not be entitled to any damages for unlawful wage statements.

39. Plaintiff calculates the potential exposure under her waiting time penalties cause of action as $498,430 (71 former employees x 30 days x 8.5 hours x $27.53 average hourly rate = $498,430.65).

40. As these damages are derivative of Plaintiff's meal period, rest period, and/or unpaid wages claims, if these claims fail, this claim also would fail. Defendants also contend that Plaintiff would not be able to show that this violation was willful. On this basis, Defendants contend that Plaintiff would not be entitled to any damages for waiting time penalties.

PAGA Penalties

41. Plaintiff also seeks PAGA penalties for the claims outlined above. PAGA allows the private enforcement of certain California Labor Code sections relating to wage and hour violations. Because Plaintiff's PAGA claims are based on the same alleged unlawful

conduct as her class claims, Plaintiff's PAGA claims are subject to the same risks on the merits.

42. In addition, Defendant maintains that Plaintiff's PAGA claims face manageability concerns consistent with the class certification challenges. Specifically, Defendants have due process rights which would not permit Plaintiff to attempt to generalize violations from disparate anecdotal evidence. *Duran v. U.S. Bank National Assn*. (2014) 59 Cal.4th 1.

43. Further, the Court may reduce any PAGA penalties awarded under Section 2699, subdivision (e)(2). The likelihood of the Court reducing the PAGA penalties awarded to the Aggrieved Employees – assuming liability is proven as to each of Plaintiff's claims – is higher in this case where these same individuals may also be receiving money for the same unlawful conduct under the class claims. As such, the Court will likely reduce any PAGA penalty amount awarded to the Aggrieved Employees.

44. The potential damages under Plaintiff's PAGA claim are $1,412,700.[1]

45. Defendants contend that Plaintiff would not be allowed to "stack" PAGA penalties. If the Court were to agree with this and only award one PAGA penalty per pay period, Defendants' exposure would be $465,000 ($100 x 4,650 pay periods = $465,000).

46. As Plaintiff's PAGA claims are based on the same alleged unlawful conduct as her class claims, Plaintiff's PAGA claims are subject to the same risks on the merits as Plaintiff's class claims. In addition, the Court may reduce any PAGA penalties awarded under Section 2699, subdivision (e)(2). The likelihood of the Court reducing the PAGA penalties awarded to Plaintiff and the Aggrieved Employees – assuming liability is proven as to each of Plaintiff's claims – is higher in this case where these same individuals may also be receiving money for the same unlawful conduct under the class claims. As such, the Court may reduce any PAGA penalty amount awarded to Plaintiff and the Aggrieved Employees.

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[1] $100 x 3 PAGA violations (meal periods, rest periods, and business reimbursements) x 4,650 pay periods = $1,395,000
$100 x 1 PAGA violation (unpaid overtime wages) x 140 pay periods = $14,000
$100 x 1 PAGA violation (waiting time penalties) x 37 pay periods = $3,700
Total: $1,412,700

The Settlement Amount is Reasonable

47. In light of the risks Plaintiff's claims faced, Plaintiff and her Counsel believe that the settlement amount of $400,000 – with an average settlement share amount estimated at $1,666.67 – is a reasonable and fair settlement amount.

48. It should be noted that a settlement is not judged solely against what might have been recovered, had the plaintiff prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. *Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 246, 250; *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1139. "Compromise is inherent and necessary in the settlement process…even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation." *Wershba*, *supra*, at 250; *Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 628 ("It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not…render the settlement inadequate or unfair"); *see also In re Omnivision Technologies, Inc.* (N.D. Cal. 2007) 2007 U.S. Dist. LEXIS 95616, *21 (noting that certainty of recovery in settlement of 6% of maximum potential recovery after reduction for attorneys' fees was higher than median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from 2002 through 2006).

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LWDA Upload

49. The preliminary approval motion and supporting documents were uploaded to the Labor Workforce Development Agency. Attached hereto as **Exhibit 2** is a confirmation received as a result of this upload.

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

Dated: November 19, 2026

MARA LAW FIRM, PC

David Mara, Esq.
Attorneys for Plaintiff ANDREE ALEMAN on behalf of herself, all others similarly situated, and on behalf of the general public

Exhibit 1

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this settlement agreement is made between Plaintiff Andree Aleman on behalf of herself and the Class ("Plaintiff") and Defendants Retina Consultants, San Diego, An Incorporated Medical Group and RCSD, Inc. ("Defendants") (collectively Plaintiff and Defendants are referred to in this Agreement as the "Parties"). This agreement is intended to settle the action designated *Andree Aleman v. Retina Consultants, San Diego, An Incorporated Medical Group; RCSD, Inc.,* San Diego County Superior Court Case No. 25CU041637C.

I. DEFINITIONS

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

1. **Action**: *Andree Aleman v. Retina Consultants, San Diego, An Incorporated Medical Group; RCSD, Inc.,* San Diego County Superior Court Case No. 25CU041637C.

2. **Administration Costs**: The costs incurred by the Settlement Administrator, Simpluris, to administer this Settlement, which shall not exceed $10,000. All Administration Costs shall be paid from the Gross Settlement Amount. If the actual administration costs are less than the amount allocated in this agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this agreement and the amount awarded by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.

3. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled "Joint Stipulation and Settlement Agreement."

4. **Aggrieved Employees**: All hourly, non-exempt employees of Defendants who worked in California at any time during the PAGA Period.

5. **Attorneys Fee Award**: The amount of attorneys' fees approved of by the Court and awarded to Class Counsel. This amount shall not exceed one-third of the Gross Settlement Amount ($133,333.00). The Attorneys Fee Award shall be paid from the Gross Settlement Amount. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

6. **Class**: All hourly, non-exempt employees of Defendants who worked in California at any time during the Class Period.

7. **Class Counsel**: David Mara and Jill Vecchi of Mara Law Firm, PC.

8. **Class Data**: The electronic database Defendants shall deliver to the Settlement Administrator which will list the following information for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) telephone number; and (5) the total number of weeks during which the Class Member performed work during the Class Period. The Class Data shall be based on Defendants' payroll, personnel, and other business records.

9. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.

10. **Address Search**: "Address Search" means the Administrator's investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members or Aggrieved Employees.

11. **Class Notice**: The Notice of Class Action Settlement to be mailed to Class Members in English in the form, without material variation, subject to Court approval and attached as **Exhibit A** as well as incorporated by reference into this Agreement.

12. **Class Period**: August 8, 2021, to the date the Court grants preliminary approval.

13. **Class Representative:** Andree Aleman, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a class representative.

14. **Class Representative Enhancement Payment**: The amount the Court awards to the Class Representative, Andree Aleman, which will not exceed $5,000. This payment shall be paid from the Gross Settlement Amount. This payment is offered in consideration for Plaintiff's actions in conferring a benefit upon the State of California and the Class, and the time and effort Plaintiff put into pursuing the litigation. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

15. **Cost Award**: The amount that the Court orders Defendants to pay Class Counsel for payment of actual litigation costs, which shall not exceed $30,000. The Cost Award will be paid from the Gross Settlement Amount. The Cost Award is subject to Court approval. If the actual costs incurred are less than the amount allocated in this Agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this Agreement and the amount awarded by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.

16. **Counsel for Defendants:** Samuel C. Gazzo, Kimberly A. Sullivan and Matthew S. Erickson of Dean Gazzo Roistacher LLP.

17. **Court**: Superior Court of California for the County of San Diego.

18. **Defendants**: Retina Consultants, San Diego, An Incorporated Medical Group and RCSD, Inc.

19. **Disbursement of the Settlement:** Within ten (10) calendar days after the Settlement Administrator's receipt of the Gross Settlement Amount, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to Aggrieved Employees; (3) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (5) the Administration Costs, as approved by the Court; and (6) the LWDA Payment to the LWDA.

20. **Effective Final Settlement Date:** The effective date of this settlement will be when the final approval of the settlement can no longer be appealed, or, if there are no objectors and no plaintiffs in intervention at the time the court grants final approval of the settlement, the date the Court enters judgment granting final approval of the settlement.

21. **Employer Taxes**: Defendants' portion of payroll taxes as the Class Members' current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) owed to the appropriate local, state, and federal taxing authorities. Defendants will pay its portion of payroll taxes separate and apart from the Gross Settlement Amount.

22. **Final Judgment or Final Approval**: The final order entered by the Court approving this Agreement/Settlement.

23. **Funding of Settlement:** Defendants shall wire or otherwise provide to the Settlement Administrator the Gross Settlement Amount no later fifteen (15) calendar days after the Effective Final Settlement Date.

24. **Gross Settlement Amount or GSA**: The total value of the Settlement is a non-reversionary $400,000.00. This is the gross amount Defendants can be required to pay under this Settlement Agreement, with the exception of its obligation to pay Employer Taxes, or if the Escalator Provision (as defined in section 60A herein) is triggered. The Gross Settlement Amount includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorneys Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement

Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to Aggrieved Employees, as approved by the Court. Defendants' portion of payroll taxes as the Class Members' current or former employer will be paid outside of and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

25. **Individual Class Settlement Share(s)**: The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Class Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Class Settlement Share automatically, without the return of a claim form.

26. **Individual PAGA Settlement Share(s)**: Settlement Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendants during the Class Period.

27. **LWDA**: California Labor and Workforce Development Agency ("LWDA"). The LWDA is empowered to enforce the Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*, and has delegated such authority to Plaintiff with regard to the claim in this Action through the procedural mechanisms provided for by statute.

28. **LWDA Payment**: Refers to the sixty-five percent (65%) of the PAGA Payment that is to be paid to the LWDA as described in this Settlement.

29. **Net PAGA Settlement Amount or NPSA:** The total amount of money for payout to Aggrieved Employees, which is the PAGA Payment less the LWDA Payment.

30. **Net Settlement Amount or NSA**: The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorneys Fee Award, Cost Award, Class Representative Enhancement Payment, the PAGA Payment, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Participating Class Members. The payment of employee-side taxes on the portion of the settlement shares earmarked as wages shall be paid out of the Net Settlement Amount. Thus, the Individual Settlement Shares that are paid out of the Net Settlement Amount shall be reduced by the employee's tax liability for the portion of the settlement shares allocated as wages.

31. **Non-Participating Class Member**: Non-Participating Class Member means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

32. **PAGA**: PAGA means the California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).

33. **PAGA Data**: The electronic database Defendants shall deliver to the Settlement Administrator which will list the following information for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) social security number; (4) telephone number; and (5) the total number of pay periods during which the Aggrieved Employee performed work during the PAGA Period as an Aggrieved Employee. The PAGA Data shall be based on Defendants' payroll, personnel, and other business records.

34. **PAGA Notice**: "PAGA Notice" means Plaintiff Andree Aleman's letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

35. **PAGA Payment**: Refers to the $25,000.00 the Parties have agreed to settle the PAGA claims. Sixty-five percent (65%) of this amount, or $16,250, shall be paid to the LWDA. The remaining thirty-five percent (35%) of the $25,000, or $8,750, shall become part of the Net PAGA Settlement Amount payable to Aggrieved Employees.

36. **PAGA Period**: August 6, 2024, to the date the Court grants preliminary approval.

37. **PAGA Settlement**: Refers to the settlement of claims included in the Released PAGA Claims, for which Aggrieved Employees will receive an Individual PAGA Settlement Share payment.

38. **Participating Class Members**: All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.

39. **Parties**: Andree Aleman on behalf of herself, and all other similarly situated persons, and Defendants Retina Consultants, San Diego, An Incorporated Medical Group and RCSD, Inc.

40. **Plaintiff:** Plaintiff means Andree Aleman, the named plaintiff in the Action.

41. **Preliminary Approval or Preliminary Approval Order**: The Court's order preliminarily approving the Class Settlement.

42. **Released Parties**: Defendants and their past or present officers, directors, agents, supervisors, employees, representatives, partners, shareholders, owners,

limited partners, predecessors and successors, and all persons acting by, through, under, or whom could be jointly liable with Defendants.

43. **Released Class Claims**: The Participating Class Members will, upon Defendants funding the Gross Settlement Amount, fully release and discharge Defendants and the Released Parties from any and all claims that were pled or reasonably could have been pled based off of the facts contained in the Operative Complaint. The release shall be for the Class Period.

44. **Released PAGA Claims**: The PAGA Group Members will, upon Defendants funding the Gross Settlement Amount, fully release and discharge Defendants and the Released Parties from any and all claims that were alleged or reasonably could have been alleged based on the claims, facts, and/or allegations contained in Operative Complaint and in the PAGA Notice submitted by Plaintiff Andree Aleman to the LWDA. The release shall be for the PAGA Period.

45. **Request for Exclusion**: "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member

46. **Response Deadline**: Thirty (30) calendar days from the initial mailing of the Class Notices and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional fourteen (14) calendar days beyond the Response Deadline.

47. **Settlement Administration**: The Settlement Administrator will use the National Change of Address Database to obtain updated addresses for Class Members. The Settlement Administrator will mail the Class Notices by first class U.S. mail to all Class Members at the address resulting from the search of the National Change of Address Database. The Class Notices will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.

48. **Settlement Administrator**: The third party administrator agreed upon by Parties to administer this Settlement is Simpluris.

49. **Workweeks:** "Workweeks" means the number of weeks each Class Member worked for Defendants as an hourly-paid or non-exempt employee within California during the Class Period, which information will be provided to the Settlement Administrator by Defendant. Workweeks are calculated by the

Settlement Administrator, based on each Class Members' employment for at least one day during the calendar week. If a Class Member's hire and/or termination date falls outside of the Class Period, the start and/or end dates of the Class Period shall be deemed the start and/or end dates for that Class Member.

II. RECITALS

50. A class action complaint was filed by Plaintiff Andree Aleman on August 8, 2025, in San Diego County Superior Court (Case No. 25CU041637C). The complaint alleges the following causes of action against Defendants: 1) Failure to Pay All Straight Time Wages; 2) Failure to Pay Overtime; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Rest Periods; 5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; 6) Failure to Pay all Wages Due at the Time of Termination of Employment; 7) Failure to Reimburse/Illegal Deductions; and 8) Violation of Unfair Competition Law.

51. Plaintiff Andree Aleman submitted her Notice of Labor Code Violations to the LWDA on August 6, 2025.

52. On October 22, 2025, Plaintiff filed a First Amended Complaint alleging a cause of action for Defendants' alleged violations of the Private Attorneys General Act of 2004.

53. The parties scheduled a mediation with respected wage and hour, class action mediator, Michael Dickstein. That all-day mediation took place on April 10, 2026.

54. Prior to mediation, Defendants produced documents relating to the challenged class-wide policies in the Class and PAGA matters, along with a sampling of Class Member/PAGA Member time and wage records. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 *and Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

55. At the mediation, the parties were able to reach a settlement, which was reduced to a MOU.

56. **Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations. Based on the foregoing,

Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members, as it provides a definite, present sum of money.

57. Defendants' Reasons for Settlement. Defendants recognize that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendants have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants, therefore, have agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.

58. Defendants' Denial of Wrongdoing. Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for class or representative treatment. Defendants assert a number of defenses to the claims, and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendants or as to whether a class or classes should be certified, other than for settlement purposes only.

59. Plaintiff's Claims. Plaintiff asserts that Defendants' defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiff, Participating Class Members, and Class Counsel will not oppose Defendants' efforts to use this Agreement to prove that Plaintiff and Participating Class Members have resolved and are forever barred from re-litigating the claims released under this Agreement.

III. SETTLEMENT TERMS AND CONDITIONS

60. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, that Defendants are obligated to pay under this Settlement Agreement is $400,000.00. The Gross Settlement Amount includes, but is not limited to: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorneys Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment, as approved by the Court. Defendants' portion of payroll taxes as the Class Members' current or former employer will be paid outside of and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

A. **Escalator Provision**: At the time of the mediation, it was understood that there were 118 class members and 10,340 workweeks. If at the time of giving notice to the Class Members, the total workweeks exceeds this amount by 10%, or 11,374, the Defendants shall increase the Gross Settlement Amount by a proportional amount. Under this provision, if, for example, the workweeks at the time the administrator provides notice to Class Members is 11% higher than 10,340, Defendants shall increase the Gross Settlement Amount by 1%.

61. **Class Certification**. Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class as defined in this Agreement.

62. **Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. If the Settlement does not become effective, Defendants reserve the right to contest any issues relating to class certification and liability and that the PAGA claim was timely.

63. **Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff Andree Aleman shall be appointed as representative for the Class.

64. **Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.

65. **Individual Class Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Class Settlement Share from the Net Settlement Amount to each Participating Class Member.

A. Calculation.

i. **Individual Class Settlement Share Calculation.** Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendants during the Class Period. The formula for distribution to Participating Class Members shall be calculated as follows: Defendants shall provide the Settlement Administrator with the total number of workweeks worked by all Class Members during the Class Period; the Settlement Administrator shall then divide the Net Payment by the total number of workweeks resulting in a value for each workweek attributable to Class Members ("Workweek Value"); the Settlement Administrator shall then take the number of workweeks worked by each Class Member and multiply it by the Workweek Value.

B. Tax Withholdings. Each Class Member's Individual Settlement Share will be apportioned as follows: 30% wages and 70% to interest and penalties and non-wage damages. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be paid from each Class Member's Individual Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

66. **Individual PAGA Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual PAGA

Settlement Share from the Net PAGA Settlement Amount to each Aggrieved Employee.

A. Calculation.

i. **Individual PAGA Settlement Share Calculation.** Aggrieved Employees will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of pay periods they worked in California while employed by Defendants during the PAGA Period. The formula for distribution to Aggrieved Employees shall be calculated as follows: Defendants shall provide the Settlement Administrator with the total number of pay periods worked by all Aggrieved Employees during the PAGA Period; the Settlement Administrator shall then divide the Net PAGA Settlement Amount by the total number of pay periods resulting in a value for each pay period attributable to Aggrieved Employees ("Pay Period Value"); the Settlement Administrator shall then take the number of pay periods worked by each Aggrieved Employee and multiply it by the Pay Period Value.

B. Tax Withholdings. Each Aggrieved Employee's Individual PAGA Settlement Share will be apportioned as 100% penalties. The Individual PAGA Settlement Shares shall therefore be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

C. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

67. Constituents of Gross Settlement Amount Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the Gross Settlement Amount as directed later on herein to the following:

A. To the Named Plaintiff: In addition to her Individual Settlement Share, and subject to the Court's approval, the named Plaintiff, Andree Aleman, will receive up to $5,000.00. The Settlement Administrator will pay the Class Representative Enhancement Payment out of the Gross Settlement Amount. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payment. An IRS Form 1099 will be issued to Plaintiff with respect to her Class Representative Enhancement

Payment. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

B. To Class Counsel. At the Final Approval Hearing, Class Counsel will apply to the Court for an Attorneys Fee Award not to exceed one-third of the GSA ($133,333.00) and a Cost Award not to exceed $30,000.00. The Settlement Administrator will pay the Court approved amounts for the Attorneys Fee Award and Cost Award out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Attorneys Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to the Attorneys Fee Award. In the event the Court does not approve the entirety of the application for the Attorneys Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorneys Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

C. To the Responsible Tax Authorities. The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each Class Member's Individual Settlement Share. Defendants' portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) will be paid outside of and in addition to the GSA. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of payroll withholding taxes and will forward the amount of the Participating Class Members' portion of normal payroll withholding taxes to the appropriate taxing authorities.

D. To the Settlement Administrator. The Settlement Administrator – Simpluris – will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed $10,000.00. This will be paid out of the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange

for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

E. To the LWDA and Aggrieved Employees. The Settlement Administrator will pay $16,250.00 of the PAGA Payment to the LWDA. This is sixty-five percent (65%) of the $25,000.00 allocated to satisfy the PAGA penalties claim. The remaining thirty-five percent (35%) of the PAGA Payment (which equates to $8,750.00) shall become part of the Net PAGA Settlement Amount payable to Aggrieved Employees.

F. To Participating Class Members. The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members and Aggrieved Employees shall be made from the Gross Settlement Amount.

68. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that Simpluris shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Class Notice to Class Members and Aggrieved Employees; performing skip traces and remailing notices to Class Members and Aggrieved Employees; keeping track of any objections or requests for exclusion from Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's and Aggrieved Employee's Individual Settlement Share; maintaining a website which will include settlement documents; providing weekly status reports to Defendants' Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing and remailing Individual Settlement Shares to Participating Class Members and Aggrieved Employees; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorneys Fee Award and Cost Award to Class Counsel; printing and providing Participating Class Members, Aggrieved Employees, and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in Simpluris or otherwise have a relationship with Simpluris that could create a conflict of interest.

69. Tolling of Deadline to Bring the Action to Trial. To allow time for the Parties to finalize this Agreement and time for Plaintiff to seek settlement approval, the Parties stipulate and agree that Plaintiff's deadline to bring her Action to trial pursuant to Code of Civil Procedure § 583.310 shall be tolled from the date of the Parties mediation on April 10, 2026, to the date settlement approval is ultimately denied by the Court, should that occur.

70. Procedure for Approving Settlement.

A. Cooperation.

i. All Parties and their counsel shall support the Settlement and take such steps as are reasonably necessary to effectuate the Settlement.

B. Motion for Preliminary Approval and Conditional Certification.

i. Plaintiff will move for an order: (1) conditionally certifying the Class for settlement purposes only; (2) granting Preliminary Approval of the Settlement; (3) setting a date for the Final Approval hearing; and (4) approving the Class Notice.

ii. At the same time that Plaintiff files her Motion for Preliminary Approval, Plaintiff shall send a copy of the Agreement to the LWDA pursuant to the 2016 amendments to PAGA.

iii. At the Preliminary Approval hearing, Class Counsel will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.

iv. **Confidentiality Before Preliminary Approval.** Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) 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. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any 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 paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

v. **Effect of Denial of Preliminary Approval.** Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement Agreement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement Agreement. Any order or proceeding relating to an application for the Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payments shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment.

C. **Notice to Class Members and Aggrieved Employees.** After the Court enters its Preliminary Approval Order, every Class Member and Aggrieved Employee will be provided with the Class Notice in accordance with the following procedure:

i. **Delivery of Class and PAGA Data.** Within ten (10) days after entry of the Preliminary Approval Order, Defendants shall deliver to the Settlement Administrator an electronic database, which will list the Class and PAGA Data. If any or all of this information is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable

information. The Settlement Administrator will use the National Change of Address Database to obtain updated addresses for Class Members. The Class Data and PAGA Data shall be based on Defendants' payroll, personnel, and other business records. The Settlement Administrator shall maintain the Class and PAGA Data and all information contained within the Class and PAGA Data as private and confidential.

ii. **Preparation of Class Notices.** Based on the information in the Class and PAGA Data and the formulae set forth in Paragraph 65(A)(i) and 66(A)(i), above, the Settlement Administrator shall promptly calculate the estimated Individual Settlement Share and Individual PAGA Settlement Share for every Class Member and Aggrieved Employee, to be included in the individualized Class Notices to be sent to that Class Member and/or Aggrieved Employee, and shall prepare and mail a spreadsheet setting forth those calculations to Class Counsel and Defense Counsel no fewer than five (5) days before mailing the Class Notices to Class Members and Aggrieved Employees. The Class Notices will inform each Class Member of his/her right to do nothing, dispute the number of workweeks worked, opt out of the Settlement, or object to the Settlement. It will also inform Class Members that if they first request exclusion from the Settlement and then object, the objections would not be considered valid. In addition, if the Class Members object and then request exclusion from the Class Settlement, the Class Members would be deemed to have waived their objection.

iii. **Mailing of Class Notices.** Within ten (10) days after receipt of the Class and PAGA Data, the Settlement Administrator will mail via first-class regular U.S. Mail the Class Notice in English to all identified Class Members and Aggrieved Employees using the mailing address information provided by Defendants and the results of the search of the National Change of Address Database on all Class Members and Aggrieved Employees.

iv. **Returned Notices.** If a Class Notice is returned because of an incorrect address, within five (5) days from receipt of the returned notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps

shall include, at a minimum, the tracking of all undelivered mail, performing address searches for all mail returned without a forwarding address, and promptly re-mailing to Class Members for whom new addresses are found.

v. **Weekly Status Reports.** The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received. The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

vi. **Settlement Administrator's Declaration.** No later than fourteen (14) calendar days after the Response Deadline, or on a date mutually agreed upon by the Parties and the Settlement Administrator, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement including its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel at the same time as the final approval motion is filed. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

D. **Objections to Settlement.** The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline. The timeframe to submit an objection will not be increased for returned mailings.

a. **Format.** Any Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of

Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

b. Notice of Intent to Appear. Objecting Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel. Objecting Class Members are permitted to appear regardless of whether they submitted a written objection.

E. Request for Exclusion from the Settlement ("Opt-Out"). The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and the last four digits of the Class Member's social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline.

i. Effect of "Opt-Out." Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share or any benefit of this Settlement. If the Class Member is also an Aggrieved Employee as defined in this Agreement, however, he or she will still receive an Individual PAGA Settlement Share payment as approved by the Court. Aggrieved Employees have no right to opt-out of the PAGA Settlement.

ii. Confirmation of Authenticity. If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Class Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the

Court, and by the subsequent judgment, regardless of whether he or she has objected to the Settlement.

iii. **Report.** No later than five (5) business days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.

iv. **Defendants' Right to Withdraw.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel but in no event later than the deadline to file the motion for final approval; late elections will have no effect.

F. **Class Member and Aggrieved Employee Disputes.** If a Class Member or Aggrieved Employee who receives a Class Notice wishes to dispute the number of workweeks listed on the Class Notice, the Class Member or Aggrieved Employee may notify the Settlement Administrator by mail or telephone no later than the Response Deadline and should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates the Class Member or Aggrieved Employee contends he or she worked for Defendants during the Class or PAGA Period. The Settlement Administrator shall then provide the documentation provided by the Class Member or Aggrieved Employee to Defendants. Defendants shall review their records, the documentation provided by the Class Member or Aggrieved Employee, and shall provide information to the Settlement Administrator in response to any such disputed claim. Defendants' records shall be presumed to be determinative, but the Settlement Administrator

shall evaluate the evidence submitted by the Class Member or Aggrieved Employee and make the decision as to which dates should be applied. The determination by the Settlement Administrator shall be final and binding.

G. No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

H. Settlement Website, Email Address, Fax Number, and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the operative complaint; this Joint Stipulation and Settlement Agreement, together with its exhibits; and the Class Notice, the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Final Approval, and the Judgment. The URL of this website will be www.RetinaConsultantsClassActionSettlement.com or something substantially similar. The Administrator will also maintain and monitor an email address, fax number, and a toll-free telephone number to receive Class Member calls, faxes and emails.

I. Motion for Final Approval.

i. Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorneys Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Enhancement Payment; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Class and PAGA Claims of the Participating Class Members and LWDA.

ii. **Denial or Appeal of Final Approval.** If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative

Enhancement Payments, Attorneys Fee Award, Cost Award, and Administration Costs award will not constitute a material modification to the Settlement within the meaning of this paragraph.

iii. **Proposed Order and Judgment.** Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under Court rules and applicable law.

J. Waiver of Right to Appeal. Provided that the judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

K. Vacating, Reversing, or Modifying Judgment on Appeal. If, after a notice of appeal, the reviewing Court vacates, reverses, or modifies the judgment such that there is a material modification to the Settlement Agreement, and that Court's decision is not completely reversed and the judgment is not fully affirmed on review by a higher Court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

L. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The Settlement Administrator shall keep Defendants' Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendants' Counsel and Class Counsel. No person shall have any claim against Defendants, Defendants' Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

i. **Funding the Settlement:** Defendants shall wire or otherwise provide to the Settlement Administrator the Gross Settlement no later than fifteen (15) calendar days after the Effective Final Settlement Date.

ii. **Disbursement**: Within fourteen (14) calendar days after the Defendants provide the GSA to the Settlement Administrator, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to be Paid to Aggrieved Employees; (3) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (5) the Administration Costs, as approved by the Court; (6) the LWDA Payment to the LWDA; and (7) Defendants' portion of payroll taxes as the Class Members' current or former employer.

iii. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

iv. The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps

to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or Aggrieved Employee before the void date.

v. **Qualified Settlement Fund or QSF**: The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

M. Settlement Administrator's Final Report. Within ten (10) days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds. The Parties shall file this declaration with the Court. The Settlement Administrator will provide any supplemental declaration required by the Court or the Parties.

N. Uncashed Checks. Participating Class Members and Aggrieved Employees must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them.

i. **Reminder Postcard.** If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and the offer to replace the check if it was lost or misplaced will have expired.

ii. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed shall be tendered to the State of California's Unpaid Wage Fund, in the name of the Class Member. In such event, the class member who did not cash his or her check shall nevertheless remain bound by the settlement.

O. Defendants' Legal Fees. Defendants are responsible for paying for all of Defendants' own legal fees, costs, and expenses incurred in this Action outside of the Gross Settlement Amount.

71. Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions or occurrences [that occurred during the Class Period], including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice including but not limited to PTO and sick time claims as well as any derivative claims related to such potential violations. ("Plaintiff's Release.") Plaintiff's 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, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

72. Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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.

73. Release of Class Claims. As of the date Defendants fund the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged based on the facts in the Operative Complaint and ascertained in the course of the Litigation, including, any and all claims, actions, and causes of action, arising during the Class Period, for: (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512

and the IWC Wage Orders; (3) failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) failure to pay all straight, minimum, and regular wages (including PTO and sick time) owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a) and the IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to California Labor Code section 1174(d) and 1174.5 and the IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, et seq. 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.

74. Release of PAGA Claims. As of the date Defendants fund the Gross Settlement Amount, the State of California and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts in the Operative Complaint, PAGA Complaint, the PAGA Notice, and ascertained in the course of the Litigation for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and IWC Wage Orders 1-2001, 4-2001, and 16-2001. This release shall be for the PAGA Period.

75. Miscellaneous Terms

A. No Admission of Liability. Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserve the right to contest any issues relating to class certification, timeliness of the PAGA claim, and liability if the Settlement is not approved. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and Plaintiff's

and Defendants' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).

B. No Effect on Employee Benefits. The Class Representative Enhancement Payment and/or Individual Settlement Shares paid to Plaintiff and Participating Class Members and/or Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Participating Class Members or Aggrieved Employees. The Parties agree that any Class Representative Enhancement Payment and/or Individual Settlement Share paid to Plaintiff or the Participating Class Members and/or Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiff's or Participating Class Members' and/or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Class Representative Enhancement Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.

C. Integrated Agreement. After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

D. Authorization to Enter Into Settlement Agreement. Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under 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 with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this 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 Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

E. Exhibits and Headings. The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

F. Interim Stay of Proceedings. The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.

G. Amendment or Modification of Agreement. This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.

H. Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

I. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts in good faith to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.

J. No Prior Assignment. Plaintiff hereby represent, covenants, and warrants that he has 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 rights herein released and discharged.

K. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

L. Fair, Adequate, and Reasonable Settlement. The Parties and their respective 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, taking into account all relevant factors, current and potential.

M. No Tax or Legal Advice. The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members and Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member or Aggrieved Employee, such Class Member assumes all responsibility for the payment of such taxes.

N. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

O. Invalidity of Any Provision; Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

P. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

Q. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

R. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows: To Plaintiff and Class Counsel:

To Plaintiff and Class Counsel:
David Mara, Esq
dmara@maralawfirm.com
Jill Vecchi, Esq.
jvecchi@maralawfirm.com
MARA LAW FIRM, PC
3160 Camino Del Rio South, Suite 207
San Diego, California 92108
Telephone: (619) 234-2833
Facsimile: (619) 234-4048

To Defendants' Counsel:
Samuel C. Gazzo, Esq.
sgazzo@deangazzo.com
Kimberly A. Sullivan, Esq.
ksullivan@deangazzo.com
Matthew S. Erickson, Esq.
merickson@deangazzo.com
440 Stevens Avenue, Suite 100
Solana Beach, CA 92075
Telephone: (858) 380-4683
Facsimile: (858) 492-0486

S. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, before the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

T. Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

Docusign Envelope ID: E689B544-75D0-8F37-8395-66EE6E8E2755

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 6/15/2026

ANDREE ALEMAN

Signed by:
Andree Aleman
59936BECC485467...

Dated: 06 / 12 / 2026

RETINA CONSULTANTS, SAN DIEGO, AN INCORPORATED MEDICAL GROUP; RCSD; INC.

Name: Nikolas London (Retina Consultants)
Title: President

Dated: 6/15/2026

MARA LAW FIRM, PC

DocuSigned by:
David Mara
457DA5166C4944E...

David Mara, Esq.
Jill Vecchi, Esq.
Attorneys for Plaintiff, on behalf of herself, and the Settlement Class

Dated: 6/12/2026

DEAN GAZZO ROISTACHER LLP

Samuel C. Gazzo, Esq.
Kimberly A. Sullivan, Esq.
Matthew Erickson, Esq.
Attorneys for Defendants

Doc ID: 58d6b2d70897a0c841b9d67f1cc5817e18a1cf38

Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN DIEGO

Andree Aleman, on behalf of herself, all others similarly situated, and on behalf of the general public, Plaintiff, v. Retina Consultants, San Diego, An Incorporated Medical Group; RCSD, Inc., Defendants

Case No. 25CU041637C ("Complaint" or "Action")

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.

TO: All hourly, non-exempt employees who are or were employed by Retina Consultants, San Diego, An Incorporated Medical Group and RCSD, Inc. (hereinafter "Defendants" or "Retina Consultants") at any time from August 8, 2021, to INSERT, within the State of California.

The California Superior Court, County of San Diego has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action ("Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

> All hourly, non-exempt employees of Defendants who worked in California at any time from August 8, 2021, to INSERT (this period of time is referred to as the "Class Period").

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

The proposed Settlement has two main parts: (1) a class settlement requiring Defendants to fund Individual Class Settlement Shares, and (2) a PAGA settlement requiring Defendants to fund Individual PAGA Settlement Shares and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Settlement Share is estimated to be $INSERT (less withholding) and your Individual PAGA Settlement Share is estimated to be $INSERT**. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work any pay periods during the PAGA Period.

The above estimates are based on Defendants' records showing that **you worked INSERT workweeks** during the Class Period (the Class Period is August 8, 2021, to INSERT) and **you worked INSERT pay periods** during the PAGA Period (the PAGA Period is August 6, 2024, to INSERT). If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 10 of this Notice.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received This Notice?

Defendants' records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from August 8, 2021, to INSERT (this time period is referred to as the "Class Period"). If you worked for Defendants in California at some time during the Class Period, you may be entitled to money under this settlement. This notice provides you with basic information about the case and advises you of your options with regard to the settlement.

A Preliminary Approval Hearing was held on December 18, 2026, at 9:30 a.m., in the California Superior Court, County of San Diego. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

2. What Is This Case About?

A class action complaint was filed by Plaintiff Andree Aleman on August 8, 2025, in San Diego County Superior Court (Case No. 25CU041637C). The complaint alleges the following causes of action against Defendants: 1) Failure to Pay All Straight Time Wages; 2) Failure to Pay Overtime; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Rest Periods; 5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; 6) Failure to Pay all Wages Due at the Time of Termination of Employment; 7) Failure to Reimburse/Illegal Deductions; and 8) Violation of Unfair Competition Law. This case was designated with Case Number 25CU041637C.

Plaintiff Andree Aleman submitted her Notice of Labor Code Violations to the LWDA on August 6, 2025. On October 22, 2025, Plaintiff filed a First Amended Complaint alleging a cause of action for Defendants' alleged violations of the Private Attorneys General Act of 2004.

The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendants; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendants expressly deny that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiff or to the Class.

3. Am I A Class Member? Am I An Aggrieved Employee?

You are a Class Member if you were employed as an hourly, non-exempt employee by Defendants at any time from August 8, 2021, to INSERT, within the State of California.

You are also an Aggrieved Employee under the settlement if you were employed as an hourly, non-exempt employee by Defendants at any time from August 6, 2024, to INSERT, within the State of California.

4. How Does This Class Action Settlement Work?

Plaintiff brought these actions on behalf of herself and all other similarly situated individuals who worked for Defendants as non-exempt, hourly employees in California at any time during the Class Period. Plaintiff and these other individuals comprise a "Class" and are "Class Members." The settlement of this Action resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. On date of ruling on preliminary approval, the Court directed that you receive this notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on the date of final approval hearing at time, in Department 71 before Judge Gregory W. Pollack, located at 330 West Broadway, San Diego, California 92101. The date of the Final Approval Hearing may change without further notice to the Class. You are advised to check the Court's website (instructions on accessing this site are provided in Section 12 of this Notice) to confirm that the date has not been changed.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class ("Class Counsel")	Attorneys for Defendants
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833	**DEAN GAZZO ROISTACHER LLP** Samuel C. Gazzo Kimberly A. Sullivan Matthew Erickson 440 Stevens Avenue, Suite 100 Solana Beach, California 92075 Telephone: (858) 380-4683

The Court has decided that Mara Law Firm, PC, are qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note*: *Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may "opt out," which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendants and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may assert a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must email, fax, or mail a written Request for Exclusion to the Settlement Administrator no later than the Response Deadline. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at ADDRESS, EMAIL ADDRESS, or FAX NUMBER; (d) be signed by you or your lawful representative; and (e) be postmarked no later than the Response Deadline.

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not opt out of the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt out of the settlement.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and sent to the Settlement Administrator postmarked no later than the Response Deadline. The objection must: (a) state your full name, address, and telephone number; (b) include the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing. The objection can be emailed, faxed, or mailed to the Settlement Administrator at ADDRESS, EMAIL ADDRESS, or FAX NUMBER.

Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel. If the Court rejects the objection, the objector will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. How Does This Settlement Affect My Rights? What are the Released Claims?

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will release Defendant and the Released Parties[1] from the Released Class Claims:

> As of the date Defendants fund the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged based on the facts in the Operative Complaint and ascertained in the course of the Litigation, including, any and all claims, actions, and causes of action, arising during the Class Period, for: (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) failure to pay all straight, minimum, and regular wages (including PTO and sick time) owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a) and the IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to California Labor Code section 1174(d) and 1174.5 and the IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, et seq. 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.

Additionally, Aggrieved Employees will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims include:

> As of the date Defendants fund the Gross Settlement Amount, the State of California and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts in the Operative Complaint, PAGA Complaint, the PAGA Notice, and ascertained in the course of the Litigation for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and

[1] "Released Parties" mean Defendants and their past or present officers, directors, agents, supervisors, employees, representatives, partners, shareholders, owners, limited partners, predecessors and successors, and all persons acting by, through, under, or whom could be jointly liable with Defendants.

2802 and IWC Wage Orders 1-2001, 4-2001, and 16-2001. This release shall be for the PAGA Period.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendants could be required to pay under this Agreement shall be up to but no more than $400,000 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhance Payment to the named Plaintiff in an amount up to $5,000, for prosecution of the Action and risks undertaken for the payment of attorneys' fees and costs; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed $10,000; (3) a payment of $25,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed $133,333 (one-third of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed $30,000 for litigation costs. All of these payments are subject to Court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not opted out. These Class Members are referred to as "Participating Class Members." Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendant during the Class Period. The formula for distribution to Participating Class Members shall be calculated as follows: Defendants shall provide the Settlement Administrator with the total number of workweeks worked by all Class Members during the Class Period; the Settlement Administrator shall then divide the Net Payment by the total number of workweeks resulting in a value for each workweek attributable to Class Members ("Workweek Value"); the Settlement Administrator shall then take the number of workweeks worked by each Class Member and multiply it by the Workweek Value. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked during the Class Period.

C. How Aggrieved Employee Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of $18,750 (75% of the $25,000 total PAGA Payment). The remaining $6,250 is the "Net PAGA Settlement Amount" and will be proportionately distributed amongst all Aggrieved Employees. Aggrieved Employees will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of pay periods they worked in California while employed by Defendant during the PAGA Period. The formula for distribution to Aggrieved Employees shall be calculated as follows: Defendants shall provide the Settlement Administrator with the total number of pay periods worked by all Aggrieved Employees during the PAGA Period; the Settlement Administrator shall then divide the Net PAGA Settlement Amount by the total number of pay periods resulting in a value for each pay period attributable to Aggrieved Employees ("Pay Period Value"); the Settlement Administrator shall then take the number of pay periods worked by each Aggrieved Employee and multiply it by the Pay Period Value. Therefore, the value of each Aggrieved Employee's Individual PAGA Settlement Share ties directly to the amount of pay periods that he or she worked during the PAGA Period.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: $_____, less taxes. This is based on the Class Data which shows you worked ___ workweeks during the period of August 8, 2021, to INSERT.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: $_____. This is based on the PAGA Data which shows you worked ___ pay periods during the period of August 6, 2024, to INSERT.

If you believe the number of workweeks attributed to you is incorrect, you must call the Settlement Administrator at TELEPHONE NUMBER, email the Settlement Administrator at EMAIL ADDRESS, fax the Settlement Administrator at FAX NUMBER, or mail documentation to the to the Settlement Administrator at ADDRESS that is postmarked no later than RESPONSE DEADLINE. You should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates you contend you worked for Defendants during the Class or PAGA Period.

E. Tax Treatment of Your Settlement Payments

Thirty percent (30%) of each Individual Class Settlement Share is intended to settle each Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendant's share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendant separately from the GSA. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

Seventy percent (70%) of the Individual Class Settlement Share is intended to settle each Class Member's claims for interest and penalties/other payments. The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Class Settlement Share.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

F. What Happens If You Don't Cash Your Check?

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator at TELEPHONE NUMBER. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed, shall escheat to the State of California's Unpaid Wage Fund in the name of the Class Member.

11. How Will the Attorneys for the Class and the Class Representatives Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount ($133,333) for attorney fees and $30,000 for litigation costs.

Defendants have paid all of their own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed $5,000, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a broader release of claims.

12. What do I do if I Need More Information or Have Questions?

This notice summarizes the proposed settlement. You can receive a copy of the settlement agreement by contacting Class Counsel, by accessing the Court docket in this case through the Court's website at https://odyroa.sdcourt.ca.gov/ and entering the Case Number "25CU041637C", or by visiting the office of the Court at 330 West Broadway, San Diego, CA 92101 between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the *Andree Aleman v. Retina* Class Action Settlement when calling the Settlement Administrator or Class Counsel.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

Exhibit 2