

Aidin D. Ghavimi (SBN 305808)
aidin@starpoinlaw.com
Zachary D. Greenberg (SBN 331501)
zach@starpoinlaw.com
STARPOINT, LC
15233 Ventura Boulevard, Suite PH16
Sherman Oaks, CA 91403
T: (310) 424-9971
F: (424) 255-4035
service@starpoinlaw.com

Attorneys for Plaintiff
NIA ROBINSON

Edgar Martirosyan, Esq. (State Bar No. 260250)
em@mpclegal.com
Azniv Ksachikyan, Esq. (State Bar No. 204479)
ak@mpclegal.com
MARTIROSYAN, P.C.
601 S. Glenoaks Blvd., Suite 201
Burbank, CA 91502
T: (818) 528-8700
F: (818) 528-8704

Attorneys for Defendants,
VITAL CARE AMBULANCE, INC., and NAZIK KAZARYAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

NIA ROBINSON, an individual

Plaintiff,

vs.

VITAL CARE AMBULANCE, INC., a
California corporation; NAZIK
KAZARYAN, an individual; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. 23STCV14033
[Unlimited Civil Jurisdiction]

*[Assigned for All Purposes to the Hon. Peter A.
Hernandez, Dept. 34]*

**AMENDED JOINT STIPULATION OF
SETTLEMENT AND RELEASE OF PAGA
ACTION**

Complaint Filed: June 16, 2023

1 This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Nia
2 Robinson (“Plaintiff”) and Defendants Vital Care Ambulance, Inc., and Nazik Kazaryan
3 (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as the “Parties,” or
4 individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against
7 Defendants captioned *Nia Robinson v. Vital Care Ambulance, Inc., et al.*, case no. 23STCV14033,
8 initiated on June 16, 2023 and pending in the Superior Court of the State of California, County of
9 Los Angeles.

10 1.2. “Administrator” means Phoenix Class Action Administration Solutions
11 (“Administrator” or “Phoenix”), the neutral entity the Parties have agreed to appoint to administer
12 the Settlement.

13 1.3. “Administration Expenses Payment” means the amount the Administrator will be
14 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
15 with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of
16 this Settlement.

17 1.4. “Aggrieved Employee” means a person employed by Defendants in California and
18 classified as an Aggrieved Employee who worked at least one pay period during the relevant PAGA
19 period.

20 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
21 Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address,
22 Social Security number, and number of PAGA Pay Periods.

23 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and
24 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
25 methods and means including, but not limited to, the National Change of Address database, skip
26 traces, and direct contact by the Administrator with Aggrieved Employees.

27 1.7. “Court” means the Superior Court of California, County of Los Angeles.

28 1.8. “Defense Counsel” means Edgar Martisoryan and Azniv Ksachikyan of Martisoryan

1 P.C.

2 1.9. "Effective Date" means the date by when both of the following have occurred: (a) the
3 Court enters a Judgment on its Order Approving the PAGA Settlement; *and* (b) the Judgment is final.
4 The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters
5 Judgment.

6 1.10. "Gross Settlement Amount" means \$115,000.00 which is the total amount
7 Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross
8 Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment,
9 PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's
10 Enhancement Payment, and the Administrator's Expenses Payment.

11 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
12 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
13 Employee worked during the PAGA Period.

14 1.12. "Judgment" means the judgment entered by the Court based upon the Final
15 Approval.

16 1.13. "LWDA" means the California Labor and Workforce Development Agency, the
17 agency entitled, under Labor Code section 2699, subd. (i).

18 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
19 under Labor Code section 2699, subd. (i).

20 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following
21 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
22 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's
23 Enhancement Award and the Administration Expenses Payment. The remainder is to be paid to
24 Aggrieved Employees as Individual PAGA Payments.

25 1.16. "PAGA Counsel" means Aidin D. Ghavimi and Zachary D. Greenberg of Starpoint,
26 LC, the attorneys representing Plaintiff in this Action.

27 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses
28 Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys'

1 fees and expenses, respectively, incurred to prosecute the Action.

2 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
3 worked for Defendants for at least one day during the PAGA Period.

4 1.19. "PAGA Period" means the period from February 21, 2022 and continuing to July
5 22, 2025.

6 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*)

7 1.21. "PAGA Notice" means Plaintiff's February 21, 2023 letter to Defendants and the
8 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

9 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from
10 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,416.75) and the 75%
11 to LWDA (\$37,250.25) in settlement of PAGA claims.

12 1.23. "Plaintiff" means Nia Robinson, the named plaintiff in the Action.

13 1.23.1 "Enhancement Award" means a \$5,000.00 payment to Plaintiff for assisting in
14 prosecuting the instant action.

15 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA
16 Settlement.

17 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and
18 PAGA Counsel and as described in Paragraph 5 below.

19 1.26. "Released Parties" means: Defendants and each of its former and present directors,
20 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
21 subsidiaries, affiliates.

22 1.27. "Settlement" means the disposition of the Action effected by this Agreement and
23 the Judgment.

24 1.28. "Defendants" means named Defendants Vital Care Ambulance, Inc., and Nazik
25 Kazaryan.

26 **2. RECITALS.**

27 2.1. On June 16, 2023 Plaintiff commenced this Action by filing a Complaint alleging
28 causes of action against Defendants for: failure to pay minimum wages; failure to pay overtime

wages; failure to timely pay wages during employment; failure to timely pay wages upon termination; failure to provide meal and rest periods; failure to provide accurate wage statements; *and* unfair competition (the “Operative Complaint.”) Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On February 27, 2025 the Parties participated in an all-day mediation presided over by Mark Peters, Esq., which led to this Agreement to settle the Action.

2.4 Prior to mediation, Defendants provided through informal discovery a sampling of Aggrieved Employees’ time and pay records.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$115,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33% which is currently estimated to be \$38,333.00 and PAGA Counsel Litigation Expenses Payment of not more than \$12,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an

1 application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If
2 the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
3 Payment less than the amounts requested, the Administrator will allocate the remainder to the Net
4 Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's
5 Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA
6 Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment
7 and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes
8 full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA
9 Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants,
10 from any dispute or controversy regarding any division or sharing of any of these Payments.

11 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed
12 \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the
13 Administration Expenses are less or the Court approves payment less than \$10,000.00, the
14 Administrator will retain the remainder in the Net Settlement Amount.

15 3.2.3 To Plaintiff: an Enhancement Payment to Plaintiff in the amount of \$5,000.00
16 for assisting in prosecuting this matter.

17 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
18 \$49,667.00 to be paid from the Gross Settlement Amount, with 75% (\$37,250.25) allocated to the
19 LWDA PAGA Payment and 25% (\$12,416.75) allocated to the Individual PAGA Payments.

20 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a)
21 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,416.75) by
22 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
23 Period *and* (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.
24 Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual
25 PAGA Payment.

26 3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested,
27 the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will
28 report the Individual PAGA Payments on IRS 1099 Forms.

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date,
3 Defendants estimate there are 160 Aggrieved Employees who worked a total 3,600 PAGA Pay
4 Periods.

5 4.2. Aggrieved Employee Data. Within 35 days, Defendants will simultaneously deliver
6 the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To
7 protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved
8 Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement
9 and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator
10 employees who need access to the Aggrieved Employee Data to effect and perform under this
11 Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers
12 that the Aggrieved Employee Data omitted employee identifying information and to provide
13 corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any
14 extension of the deadline by which Defendants must send the Aggrieved Employee Data to the
15 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
16 reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

17 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
18 Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the
19 Effective Date or within 6 months of executing the instant Joint Stipulation of Settlement and Release
20 of PAGA Action, whichever is later.

21 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants funds
22 the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments,
23 the LWDA PAGA Payment, the Administration Expenses Payment, PAGA Counsel Litigation
24 Expenses Payment, PAGA Counsel's Fee Payment and Plaintiff's Enhancement Award.
25 Disbursement of the PAGA Counsel Fee's Payment shall not precede disbursement of Individual
26 PAGA Payments.

27 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and
28 send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each

1 check shall prominently state the date (not less than 180 days after the date of mailing) when the
2 check will be voided. The Administrator will cancel all checks not cashed by the void date. Before
3 mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using
4 the National Change of Address Database.

5 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for
6 all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.
7 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
8 forwarding address provided or to an address ascertained through the Aggrieved Employee Address
9 Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees
10 whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a
11 replacement check to any Aggrieved Employee whose original check was lost or misplaced,
12 requested by the Aggrieved Employee prior to the void date.

13 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
14 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by
15 such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved
16 Employee.

17 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to
18 confer any additional benefits or make any additional payments to the Aggrieved Employees (such
19 as 401(k) contributions or bonuses) beyond those specified in this Agreement.

20 **5. RELEASES OF CLAIMS.** Effective on the date when Defendants fully funds the entire
21 Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released
22 Parties as follows:

23 5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
24 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and
25 assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences
26 that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or
27 reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the
28 PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to

1 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
2 benefits, social security benefits, workers' compensation benefits that arose at any time, or based on
3 occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or
4 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true
5 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
6 notwithstanding such different or additional facts or Plaintiff's discovery of them.

7 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
8 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
9 benefits, if any, of section 1542 of the California Civil Code, which reads:

10 A general release does not extend to claims that the creditor or releasing party does
11 not know or suspect to exist in his or her favor at the time of executing the release,
12 and that if known by him or her would have materially affected his or her settlement
with the debtor or Released Party.

13 5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release,
14 on behalf of themselves and their respective former and present representatives, agents, attorneys,
15 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
16 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts
stated in the Operative Complaint and Plaintiff's PAGA Notice.

17 5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and
18 former attorneys, employees, agents, successors and assigns the Released Parties from all claims for
19 PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated
20 in the Operative Complaint and the PAGA Notice.

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

23 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
24 documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd.
25 (f)(2)) including: (i) a draft Proposed Order Granting Approval of PAGA Settlement; (ii) a signed
26 Declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement
27 and attesting to its willingness to serve; competency; operative procedures for protecting the security
28 of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of

1 funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with
2 Aggrieved Employees or the LWDA; *and* the nature and extent of any financial relationship with
3 Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed Declaration from PAGA Counsels' firm
4 attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of
5 violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699,
6 subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the
7 Parties' Agreement showing all modifications made to the Model Agreement ready for filing with
8 the Court; *and* (v) all facts relevant to any actual or potential conflict of interest with Aggrieved
9 Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver
10 that they are not aware of any other pending matter or action asserting claims that will be extinguished
11 or adversely affected by the Settlement.

12 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
13 responsible for expeditiously finalizing and filing the application or motion for approval of this
14 Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining
15 a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion.
16 PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

17 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application
18 or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA
19 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
20 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
21 the motion for approval of this Settlement or conditions its approval on any material change to this
22 Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
23 Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
24 otherwise satisfy the Court's concerns.

25 **7. SETTLEMENT ADMINISTRATION.**

26 7.1 Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
27 Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this
28 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for

1 payment of Administration Expenses. The Parties and their Counsel represent that they have no
2 interest or relationship, financial or otherwise, with the Administrator other than a professional
3 relationship arising out of prior experiences administering settlements.

4 7.2 Employer Identification Number. The Administrator shall have and use its own
5 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
6 reports state and federal tax authorities.

7 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
8 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
9 section 468B-1.

10 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to
11 be performed or observed by the Administrator contained in this Agreement or otherwise.

12 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.**

13 Based on its records, Defendants estimates that, as of the date of this Settlement Agreement,
14 (1) there are 160 Aggrieved Employees who worked 3,600 Pay Periods during the relevant PAGA
15 Period. However, if on the date the Court issues an Order approving the instant settlement there is
16 an increase of more than 10% Pay Periods, or more than 360 Pay Periods, Defendants shall increase
17 the Gross Settlement Amount on a pro-rata basis based on the workweek value for Pay Periods in
18 excess of 3,960. The pro-rata workweek value shall be the Gross Settlement Amount divided by
19 3,600 Pay Periods ($\$115,000.00/3,600=\31.94 .) For example, if there are 4,000 Pay Periods, the
20 Gross Settlement Amount shall be increased by $\$1,277.60 ((4,000-3,960) \times 31.94)$.

21 **9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry
22 of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
23 purposes of: (i) enforcing this Agreement and/or Judgment; (ii) addressing settlement administration
24 matters; and (iii) addressing such post-Judgment matters as are permitted by law.

25 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
26 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA
27 Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal
28 from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file

1 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
2 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another
3 party appeals the Judgment, the Parties' obligations to perform under this Agreement will be
4 suspended until such time as the appeal is finally resolved and the Judgment becomes final, except
5 as to matters that do not affect the amount of the Net Settlement Amount.

6 **10. ADDITIONAL PROVISIONS.**

7 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This
8 Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
9 Agreement is intended or should be construed as an admission by Defendants that any of the
10 allegations in the Operative Complaint have merit or that Defendants have any liability for any claims
11 asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses
12 in the Action have merit. The Parties agree that representative treatment is for purposes of this
13 Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all
14 available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants'
15 defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no
16 bearing on, and will not be admissible in connection with, any litigation (except for proceedings to
17 enforce or effectuate the Settlement and this Agreement).

18 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
19 together with its attached exhibits shall constitute the entire agreement between the Parties relating
20 to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements
21 made to or by any Party.

22 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
23 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
24 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
25 terms, and to execute any other documents reasonably required to effectuate the terms of this
26 Agreement including any amendments to this Agreement.

27 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their
28 best efforts, in good faith, to implement the Settlement by, among other things, modifying the

1 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
2 as requested by the Court. In the event the Parties are unable to agree upon the form or content of any
3 document necessary to implement the Settlement, or on any modification of the Agreement that may
4 become necessary to implement the Settlement, the Parties will seek the assistance of a mediator
5 and/or the Court for resolution.

6 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not
7 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
8 to any person or entity and portion of any liability, claim, demand, action, cause of action, or right
9 released and discharged by the Party in this Settlement.

10 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are
11 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
12 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
13 10, as amended) or otherwise.

14 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
15 modified, changed, or waived only by an express written instrument signed by all Parties or their
16 representatives, and approved by the Court.

17 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
18 the benefit of, the successors of each of the Parties.

19 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the state of California, without regard
21 to conflict of law principles.

22 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
23 this Agreement. This Agreement will not be construed against any Party on the basis that the Party
24 was the drafter or participated in the drafting.

25 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
26 entered during Action and in this Agreement relating to the confidentiality of information shall
27 survive the execution of this Agreement.

28 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel

pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 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: Aidin D. Ghavimi (Aidin@starpointlaw.com)
Zachary D. Greenberg (Zach@starpointlaw.com)
Starpoint, LC
15233 Ventura Boulevard, PH16
Sherman Oaks, CA 91403
To Defendants: Edgar Martirosyan (em@mpclegal.com)
Azniv Ksachikyan (ak@mpclegal.com)
601 S. Glenoaks Boulevard, Ste. 201
Burbank, CA 91502

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove

1 the existence and contents of this Agreement.

2 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
3 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
4 that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to
5 bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
6
7
8

9 DATED: June 16, 2025

Plaintiff

10
11 By: Nia Robinson
12 Nia Robinson (Jun 16, 2025 13:10 PDT)
13 Nia Robinson

14 Defendant Vital Care Ambulance, Inc.

15
16 By: /s/ Nazik Kazaryan
17 Authorized Representative

18 Defendant Nazik Kazaryan

19
20 By: /s/ Nazik Kazaryan
21 Nazik Kazaryan
22
23

24 **APPROVED AS TO FORM**
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: June 16, 2025

STARPOINT, LC

By: 
AIDIN D. GHAVIMI, ESQ.
ZACHARY D. GREENBERG, ESQ.
Attorneys for Plaintiff
NIA ROBINSON

MARTIROSYAN, P.C.

By: /s/ Edgar Martirosyan, Esq.
EDGAR MARTIROSYAN, ESQ.
Attorney for Defendants
VITAL CARE AMBULANCE, INC. and NAZIK
KAZARYAN