Roman Otkupman, CSBN 249423
Roman@OLFLA.com
Nidah Farishta, CSBN 312360
Nidah@OLFLA.com
OTKUPMAN LAW FIRM, A LAW CORPORATION
5743 Corsa Ave., Suite 123
Westlake Village, CA 91362
Telephone: (818) 293-5623
Facsimile (888) 850-1310

Attorneys for Plaintiff,
Jynae Domonique Lewis, on behalf of herself and all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

JYNAE DOMONIQUE LEWIS, on behalf of herself and all others similarly situated, and on behalf of the general public,

Plaintiff,

vs.

HAYWARD HEALTH CENTER, LLC, a California Limited Liability Company, and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 25CV146839

DECLARATION OF ROMAN OTKUPMAN IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT

Date: November 10, 2026
Time: 2:30 p.m.
Dept.: 21
Judge: Hon. Raj Chatterjee

RESERVATION NO.: 092504525982

I, Roman Otkupman, declare as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am a principal of Otkupman Law Firm, A Law Corporation, and counsel for Plaintiff Jynae Domonique Lewis, as well as proposed PAGA Counsel in this action. I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could and would do so competently.

2. I make this declaration in support of Plaintiff's Unopposed Motion for Approval of PAGA Settlement.

Education and Experience

3. I obtained my Bachelor's degree from the University of California at Los Angeles in 2003. I majored in Economics at the Anderson School of Business and obtained a Minor in Slavic Languages.

4. Thereafter, I attended the Thomas Jefferson School of Law, where I focused on studies on Employment law and related litigation. After completing my first year of legal studies, I secured an externship at the Equal Employment Opportunity Commission ("EEOC"), where I worked under the Supervisory Administrative Judge, Larry A. Abrams. While at EEOC, I evaluated the merits of federal employment discrimination claims and recommended dispositions. I further reviewed motions, researched case law, prepared summaries of arguments, and assisted in the preparation of court rulings on summary judgments, motions to compel, and motion to strike decisions. Furthermore, I attended numerous conferences, hearings, and trials pertaining to employee complaints.

5. Thereafter, I volunteered at the Employee Rights Center of San Diego where I informed numerous employees about their options and legal avenues in wage and hour and/or employment discrimination disputes.

6. Otkupman Law Firm, ALC prosecutes wage and hour cases on behalf of the employees whose rights have been violated. Otkupman Law Firm, either on its own or with co-counsel is currently serving as Plaintiff's counsel of record in dozens of wage and hour and employment class action cases pending in both state and federal court.

7. Otkupman Law Firm, ALC has successfully litigated and resolved numerous wage

and hour class actions involving failure to pay wages, wage statement violations and derivative Labor Code claims and penalties. See, *Barrios v. Freeway*, Superior Court of California County of Sacramento, Case No. 34-2015-00183162-CU-OE-GDS; *Hernandez v. CoWorx,* Superior Court of California, County of San Joaquin, Case No. 39-2015-0032567-CU-OE-STK; *Sigourney Esh v. Be.Group,* Superior Court of California, County of San Diego, Case No. 37-2014-00006162-CU-OE-NC; *Pakiza A. Ali v. Rainbow USA Inc.,* Superior Court of California, County of San Joaquin, Case No. 39-2015-00320655-CU-OE-STK; *Rosie Orta v. Walgreen Co.,* Superior Court of California, County of Los Angeles, Case No. BC530605; *Jennifer Underwood v. Payroll Direct, Inc*., Superior Court of California, County of Merced, Case No. 15CV-03112; *Jeremiah Putnam v. Sagar Diner, Inc.,* Superior Court of California, County of Merced, Case No. SCV011040; *Amanda Maniord v. Hue & Cry, Inc.,* Superior Court of California, County of Shasta, Case No. 182115; *Andrew Mojica v. Dedicated Fleet Systems Inc., and Osterkamp Transportation Group*, Superior Court of California, County of Los Angeles, Central Civil West, Case No. BC621739; *Holly Pinheiro v. Stanton Optical Florida LLC, Vision Precision Holdings, LLC*, Superior Court of California, County of San Joaquin, Case No. 39-2015-00323663-CU-OE-STK; Jared Sewell v. Gary D Nelson Associates Inc., Superior Court of California, County of Sonoma, Case No. SCV 254929; *David Jimenez v. Modern Interiors*, Superior Court of California, County of Los Angeles, Case No. BC549815; *Patricia Mosley v. Shields for Families*, Superior Court of California, County of Los Angeles, Case No. BC590656; *Teri Parker v. Toms Sierra Co, Inc.*, Superior Court of California, County of Placer, Case No. SCV0036376.

8. Upon becoming a member of the bar, I worked at a boutique employment firm specializing in defense of multi-plaintiff and single plaintiff defense of wage and hour claims as well as other various employment claims. There, I was involved in numerous wage and hour actions as well as employment discrimination lawsuits including but not limited to: violation of Labor Code 226, failure to pay overtime, PAGA claims Labor Code 2699 *et seq.*, sexual harassment, gender discrimination, racial discrimination, intentional infliction of emotional distress, breach of contract, conspiracy, breach of good faith and fair dealing, disability discrimination and failure to accommodate, as well as Labor Code Section 132 (a) claims under worker's compensation law.

9. I have written numerous articles on various wage and hour and related employment litigation issues, three of which were published in recent years.

10. Based on my own investigation and evaluation, I am of the opinion that the Settlement, its allocation among Aggrieved Employees, and the recovery for each Aggrieved Employee, is fair and reasonable. I believe I have a strong understanding of the trends in both the likelihood of certification of wage and hour and PAGA cases and the value of settlements of cases such as this one.

11. My opinion takes into consideration, the amounts received in other similar representative actions, which I have litigated and/or am familiar with, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the amount received in the settlement. Based on that knowledge, I am of the opinion the settlement is fair, reasonable and adequate and is in the best interests of the Aggrieved Employees.

Background of the Case and Relevant Procedural History

12. On September 30, 2025, my office, on behalf of Plaintiff Jynae Domonique Lewis ("Plaintiff"), sent a PAGA Notice to the Labor Workforce and Development Agency ("LWDA"), with a copy to Defendant Hayward Health Center, LLC ("Defendant"). Plaintiff's PAGA Letter is attached hereto as **Exhibit 1**. Plaintiff was employed during the relevant time period.

13. On October 1, 2025, Plaintiff Jynae Domonique Lewis filed a Class Action Complaint in the Superior Court of California, County of Alameda alleging various violations of the Labor Code. On December 5, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint, adding one cause of action for penalties pursuant to PAGA.

14. The Operative Complaint alleges violations of the PAGA for, inter alia, Defendant's alleged failure to pay premium wages for missed meal and rest breaks, pay all minimum and overtime wages due, issue accurate, itemized wage statements, timely pay wages during employment, timely pay all wages due at the separation of employment, and reimburse for business expenses. Defendant denies all allegations and denies any liability, including in any way through the Settlement or this motion or any part hereof.

15. Thereafter, the Parties agreed to engage in mediation. Prior to mediation, the Parties exchanged extensive documents and information that allowed both sides to thoroughly evaluate the potential exposure and potential risk, such as a review of Defendant's policies and procedures related to the PAGA claim alleged and time and pay records, among others. Specifically, Plaintiff obtained, through informal discovery, statistical data including records of Aggrieved Employees, which consisted of wage statements, clock-in and clock-out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, and overtime compensation, the number of pay periods in the PAGA Period and the total number of Aggrieved Employees. Further, it is my opinion that the Aggrieved Employees were similar or identical in the way in which Defendant utilized its wage and hour policies towards them. During this process, PAGA Counsel analyzed, researched, and investigated the potential issues, including matters related to the calculation of PAGA damages, trial management, and appellate issues and risks.

16. Following discovery and investigation, the Parties participated in a mediation presided over by Todd A. Smith, Esq. on July 30, 2026, and reached a settlement of the PAGA claim, the terms and conditions of which are memorialized in the Parties' PAGA Settlement Agreement ("Settlement Agreement") attached hereto as **Exhibit 2**.

17. The Parties have conducted a thorough investigation into the facts, including exchanging information and documents relating to the alleged PAGA claim. Based on the foregoing data and an independent investigation and evaluation, PAGA Counsel is of the opinion that the settlement with Defendant for the consideration and terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the LWDA and the Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay, uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

18. From the beginning, Defendant has contested the merits of the PAGA claim, including Plaintiff's ability to prove a violation in each pay period for each Aggrieved Employee, and, assuming arguendo any violations, updates to policies and procedures which Defendant contends would

engender drastic reductions in PAGA penalties under 2024 amendments to PAGA, among other defenses. Defendant further contends that, even assuming there was a finding supporting the imposition of PAGA penalties, the Court would likely exercise its discretion to substantially reduce any such penalties owed based on an alleged good faith attempt to comply with the Labor Code. Notwithstanding its agreement to settle, Defendant believes the practices Plaintiff is contending are unlawful either do not exist, fully comply with all applicable employment laws, and/or even assuming arguendo that any violations exist, updates to policies and procedures would otherwise drastically reduce any penalties under the 2024 amendments to PAGA legislation.

19. Based on the expected testimony from Plaintiff and the Aggrieved Employees, a review of Defendant's policies and procedures and other documents relating to the alleged claims, information on the number of Aggrieved Employees and PAGA Pay Periods, the payroll data, the scope of the potential penalties in light of the claims alleged, the Court's statutorily authorized discretion to reduce any penalties assessed, and the negotiations that have taken place, I am convinced that the proposed settlement is in the best interest of Plaintiff, the Aggrieved Employees affected by the Agreement, and the LWDA. The length and risks of trial and other normal perils of complex litigation that impact the value of the claims were also considered and weighed in reaching the proposed settlement. In addition, I carefully considered the difficulties of complex litigation, and the lengthy process of establishing specific damages and various possible delays and appeals in agreeing to the proposed settlement. I further considered the fact that penalties under the PAGA could be substantially cut at the discretion of the Court even if Plaintiff was successful on proving those claims and there was risk that a Court could find no willfulness in the failure to pay wages at separation, which would eliminate the value of the waiting time penalty entirely. Overall, I believe it is more beneficial to secure a guaranteed benefit to Plaintiff, the Aggrieved Employees, and the LWDA now rather than to proceed with litigation and potentially obtain zero funds due to legal or factual issues.

20. Based on the extensive documentation and data provided by Defendant, and through Plaintiff's investigation, Plaintiff believes that the Aggrieved Employees were subject to similar policies and practices that were allegedly violative of California wage and hour laws.

21. After conducting informal discovery and investigation which allowed both sides to evaluate the potential exposure and risk, such as a review of Defendant's employee handbook, policies and procedures related to the PAGA claim, and the time and pay records analyzed by PAGA Counsel, the Parties participated in an all-day mediation session and ultimately reached an agreement as to terms memorialized in the Settlement Agreement.

Risk and Evaluation of Settlement

22. Defendant represents that there are approximately 194 Aggrieved Employees who worked a total of approximately 4,168 PAGA Pay Periods. Given the number of employees affected by Defendant's practices, the $125,040.00 settlement confers a substantial benefit on these employees.

23. In accordance with the PAGA, the court in a PAGA action has discretion "to assess a civil penalty" that the Labor Commissioner would have, as well as complete discretion to "award a lesser amount than the maximum civil penalty amount specified [by the PAGA] if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Labor Code § 2699(e)(1) and (e)(2))).

24. I believe the settlement amounts to an excellent result for the LWDA and the Aggrieved Employees. There is a substantial risk that the Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence that Defendant intentionally violated the law. These uncertainties increase Plaintiff's risk of pursuing the PAGA claims and required a significant discount for settlement purposes. Further, I am not aware of any California state courts awarding plaintiffs multiple PAGA penalties for the same violation for the same pay period under different Labor Code provisions and, in my personal experience, PAGA awards are small even for egregious, intentional violations of the Labor Code. In *Ghrdilyan v. RJ Financial, Inc*., LASC, Case No. BC430633, the employer underpaid commission overtime wages. The plaintiff sought in excess of $9 million in civil penalties under the PAGA. After a bench trial, the Honorable Judge Ronald M. Sohigian awarded approximately $325,000 in civil penalties under the PAGA. In a similar PAGA case before the Los Angeles Superior Court, *Shields v. Security Paving Company, Inc*., LA Superior

Court Case No. BC492828, on October 24, 2017, the court awarded the prevailing PAGA plaintiff civil penalties totaling only $50.00. (*See also Avila v. Cold Spring Granite Co.* (E.D. Cal. Jan. 12, 2018) Case No. 1:16-cv-001533-AWI-SKO, 2018 U.S. Dist. LEXIS 6142 *17.) Also, the recent decision by the California Supreme Court, *ZB, N.A. v. Superior Court* (2019) 8 Cal. 5th 175, 194, precludes any recovery of civil penalties in the form of unpaid wages.

25. Likewise, where the employer does not act willfully, and makes good faith attempts to comply with wage and hour laws, a reduction or lesser penalty is warranted because imposing maximum PAGA penalty for each violation could be seen as unjust, arbitrary, and oppressive. (*Carrington v. Starbucks Corp*., *supra*, 30 Cal.App.5th at 528-529.) (affirming trial court's award of only 10% of maximum PAGA penalty for meal break violations). The amount to be paid to the LWDA under this settlement comports with PAGA settlement amounts approved by other courts.

26. Assuming liability was found as set forth above after accounting for the potential risks, the overall PAGA penalties in this case may also be reduced under the discretionary authority provided to the Court pursuant to California Labor Code section 2699(e)(2). I believe it is likely that such discretion would be exercised due to the fact that much of the penalties are based on violations resulting from technical non-compliance with the Labor Code or represent damages far exceeding the substantive loss actually experienced by the violation. Furthermore, Defendant appears to have updated a number of policies and practices covering the wage and hour issues being litigated, which a Court may find shows a good faith attempt to comply with the law, meriting a reduction of civil penalties. The statutorily authorized discretion that Courts have used to reduce penalties ranges substantially. *See, e.g.*, *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, *9 (C.D. Cal. 2011) (82% reduction).

27. Plaintiff determined the maximum PAGA exposure to be $416,800.00. The Parties settled this matter for $125,040.00, which is approximately 30% of the maximum exposure. The maximum exposure is based upon an analysis of a 100% violation rate. While this would be unlikely, even for purposes of the maximum exposure, Plaintiff calculated the PAGA liability at 100%.

Plaintiff used the data provided by Defendant and determined that there were 4,168 pay periods in the PAGA Release Period. Since there are 4,168 relevant PAGA pay periods, the maximum exposure was calculated to be **$**416,800.00. PAGA claims are subject to a one-year statute of limitations, and penalties can be received for a period of one year prior to the date notice is sent to the LWDA. Unless a Labor Code provision provides for a specific civil penalty, PAGA imposes a default civil penalty of "one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation." Cal. Lab. Code § 2699(f)(2). Here, PAGA penalties were discounted by using only initial violation rates, based on Defendant's argument that heightened penalties would not apply for violations that occurred before Defendant was notified by the Labor Commissioner or any court that it had violated the Labor Code provisions at issue.

Based on the analysis above, as well as the thorough informed discussions and negotiations that took place between the Parties, I believe that this is a favorable settlement for Plaintiff and the Aggrieved Employees, providing a remedy consistent with what the employees could expect to receive if they prevailed at trial, but without the lengthy delay and risk of loss that a trial and subsequent appeal would entail. The settlement terms represent a compromise of the Parties' disputes and are fair, adequate and reasonable to the representative group given the risks that both sides faced in the litigation.

28. My office uploaded the Settlement Agreement as required to the LWDA website on September 29, 2026. Confirmation of submission to the LWDA is attached hereto as **Exhibit 3**. The LWDA has not objected to the Settlement to date. My office also gave notice of the instant Motion hearing date to the LWDA on October 19, 2026 via online filing. Confirmation of providing notice of the Motion hearing date to the LWDA is attached hereto as **Exhibit 4**. My office will also serve this Motion on the LWDA.

Risk Assumed by Otkupman Law Firm, A Law Corporation

29. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome. My office's efforts included,

without limitation, the following: interviews with Plaintiff; review of documents produced by the Plaintiff; preparation of multiple drafts of the PAGA notice letters, drafting the complaints; drafting informal discovery; numerous conferences and correspondence with Defendant's counsel to obtain relevant documents and information; review of extensive documents produced by Defendant, including employment records, and time and payroll records; analyzing and interpreting time records produced by Defendant, and formatting said data in a manner that could be used to support Plaintiff's legal theories and damage analysis; legal research regarding Defendant's practices; attending mediation; drafting the settlement agreement and revisions to the Settlement Agreement; preparation and filing of the motion to approve settlement; and uploading all necessary documents to the LWDA website.

30. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, my firm represents virtually all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time and costs, unless we prevail at trial or successfully settle our clients' cases. Because my firm is taking the risk that we will not be reimbursed for our time and costs unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in employment disputes.

Plaintiff's Counsel's Attorney's Fees and Costs

31. The Parties have agreed that Plaintiff's Counsel will seek no more than $41,675.83 (i.e., 33.33% of the Gross Settlement Amount) in attorneys' fees. This agreement is fully disclosed in the Settlement Agreement. My firm's time records for services performed in this case are attached hereto as **Exhibit 5.**

32. The requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the benefits achieved by PAGA Counsel for the Aggrieved Employees. My office diligently litigated and investigated the case.

33. My firm has worked no less than 95.9 hours on the matter. PAGA Counsel's fees from the inception to completion of this matter are no less than $88,060.00. As such, the fees requested equate to a *negative* multiplier.

34. Here, my firm was required to expend considerable time and resources to investigate, litigate, and successfully settle these claims for the benefit of the Aggrieved Employees.

35. While I work exclusively on a contingency fee basis, I charge a rate of $950.00 per hour when the award of fees is considered. My charge rate is commensurate with the market rates in Los Angeles for attorneys of comparable experience and skill handling complex litigation, based on my 18 years of experience, qualifications, and expertise. My hourly rates are reasonable in light of my significant experience, expertise, and skill. The attorneys at Otkupman Law Firm, A Law Corporation specialize in employment law and have substantial experience in wage and hour litigation.

36. My firm has incurred out-of-pocket expenses to date amounting to $14,258.80, which is the amount paid attributed to filing, service, mailing, printing, mediation, and PAGA fees. These costs were reasonably incurred in prosecuting this action on behalf of the Aggrieved Employees. Attached hereto as **Exhibit 6** is a true and correct copy of my firm's costs incurred to date.

37. I believe that the fee and costs provisions are reasonable. The fee percentage requested is less than the usual customary percentage fee for most employment cases. Moreover, the efforts of my office have resulted in substantial benefits to Plaintiff, the Aggrieved Employees, and the State in the form of a substantial settlement. I am informed and believe that, without the efforts of my office, the Labor Code violations alleged in the PAGA cause of action would have gone completely unremedied. The requested fee award, i.e. 33.33% of Gross Settlement Amount, and cost award provided for in the Settlement Agreement are reasonable given the result achieved.

Administration Costs

38. The Parties obtained a bid from ILYM Group, Inc. ("ILYM") for administration costs in the amount of $3,650.00, which was the lowest of four bids the Parties obtained. The bid is attached hereto as **Exhibit 7**. The Notice that will be mailed to Aggrieved Employees with their

checks is attached hereto as **Exhibit 8**.

No Conflicts of Interest

39. As a result of my prior experience as PAGA Counsel in other actions, I am fully aware of the responsibilities I owe. Finally, I am not aware of any conflict of interest between myself, on the one hand, and Plaintiff or any other Aggrieved Employee of the State of California, on the other hand, which would interfere with my duties as Counsel or impede on my representation of the Aggrieved Employees.

40. For all the reasons provided above, I respectfully request that this Court enter an Order approving the PAGA Settlement.

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

Executed this 19th day of October 2026 at Westlake Village, California.



Roman Otkupman

EXHIBIT 1

OTKUPMAN LAW FIRM, A LAW CORPORATION
5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

September 30, 2025

VIA ELECTRONIC FILING
Labor & Workforce Development Agency

VIA CERTIFIED MAIL
Hayward Health Center, LLC
718 Bartlett Ave
Hayward, CA 94541
Defendant certified mail # 7022 1670 0001 8569 6617

VIA CERTIFIED MAIL
Hayward Health Center, LLC
262 N University Ave
Farmington, UT 84025
Defendant certified mail # 7022 1670 0001 8569 6624

VIA CERTIFIED MAIL
Agent for Service of Process
CSC – Lawyers Incorporating Service
Koy Saechao
2710 Gateway Oaks Drive
Sacramento, CA 95833
Agent certified mail # 7022 1670 0001 8569 6631

VIA CERTIFIED MAIL
St. Francis Healthcare Center
718 Bartlett Ave
Hayward, CA 94541
Defendant certified mail # 7022 1670 0001 8569 6617

Re: ***Jynae Domonique Lewis v. Hayward Health Center, LLC, St. Francis Healthcare Center – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Jynae Domonique Lewis ("Plaintiff"), a former California employee of Hayward Health Center, LLC, St. Francis Healthcare Center ("Defendants"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants on or about February 15, 2024. While working for Defendant as a CNA Certified Nursing Assistant, Plaintiff was earning ($23.06) dollars per hour.

Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff and Defendant's California employees were required to work off the clock for Defendant. Defendants routinely made Plaintiff and its California employees wait in line for the time clocks to become available to clock in or out. The time spent waiting in line took Plaintiff on the average of 1 minute to complete. Plaintiff and Defendant's California employees were instructed to work approximately 5-7 minutes after they had clocked out to finish their assignments. Plaintiff and Defendant's California employees were also required to use their personal cell phone for work-related activities while off the clock, such as texting/calling supervisor/boss, texting/calling co-workers, downloading work apps, without being compensated for it. It took Plaintiff on the average of 20-30 minutes to complete these tasks. Defendant did not compensate Plaintiff and Defendant's California employees if these tasks were completed outside of her regular work hours. These excess hours were not recorded on our client's and Defendant's California employees wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek

at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Plaintiff, on behalf of herself and all other California employees of Defendant claims that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendant pays their employees bonuses and commissions which are not included in the employees regular rate of pay for the purposes of computing the proper overtime rate. As a result, employees are not properly compensated for work performed in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, and 1194.2.

Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item in violation of Labor Code § 226(a)(4), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records and required by §1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid her and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b) and 201.3.

Defendants failed to reimburse Plaintiff and Defendant's California employees for the supplies they purchased to perform work for Defendants, such as notepads and pens. Defendant failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

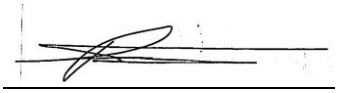
Defendants failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM



ROMAN OTKUPMAN

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This Stipulation of Settlement and Release of PAGA Representative Action ("Agreement" or "Settlement Agreement" or "Stipulation") is made and entered into by and between Jynae Domonique Lewis ("Plaintiff"), and Hayward Health Center, LLC ("Defendant"). Plaintiff and Defendant collectively shall be referred to as the "Parties".

This Agreement is subject to the approval of the Court pursuant to Cal. Lab. Code § 2699(l)(2) and is made for the purpose of settlement of the lawsuit entitled *Jynae Domonique Lewis v. Hayward Health Center, LLC*, Alameda County Superior Court Case No. 25CV146839 (the "Lawsuit") on the following terms and conditions:

RECITALS

1. On October 1, 2025, Plaintiff Jynae Domonique Lewis initiated the Lawsuit by filing a Class Action Complaint in the Superior Court of California, County of Alameda. On September 30, 2025, Plaintiff sent a letter to the LWDA and Defendant setting forth the facts and theories of the Labor Code violations alleged, as required by Labor Code § 2699.3(a)(2)(A). More than sixty-five (65) calendar days having elapsed without a response from the LWDA, on December 5, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint, alleging causes of action for: (1) failure to provide meal periods (Lab. Code §§ 226.7, 512, and 558); (2) failure to provide rest periods (Lab. Code §§ 226.7, 512, and 558); (3) failure to pay all wages (Lab. Code §§ 510, 1194, and 1194.2); (4) knowing and intentional failure to comply with itemized employee wage statement provisions (Lab. Code § 226(a), (e)); (5) failure to timely pay wages due at termination (Lab. Code §§ 201-203); (6) failure to timely pay employees (Lab. Code § 204(a)(b)); (7) failure to reimburse business expenses (Lab. Code § 2802); (8) failure to pay for all hours worked, including overtime hours worked (Lab. Code §§ 210, 218); (9) unfair competition (Bus. & Prof. Code § 17200, *et seq.*); and (10) penalties pursuant to Labor Code § 2699(f) for the above-listed Labor Code violations, on behalf of herself, the putative Class, and other aggrieved employees.

2. Defendant denies all of the allegations in the Lawsuit, including the putative class claims, the individual claims, and the PAGA representative claims encompassed therein, and denies that it or

Doc ID: 70e257c09f49777af67e9be8922f7152851df792

any Released Parties committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

3. In the interest of avoiding further litigation, the Parties desire to fully and finally settle all PAGA claims asserted, or that reasonably could have been asserted, in the Lawsuit and the underlying PAGA notice(s) to the LWDA.

4. This Settlement Agreement is subject to the terms and conditions hereof, as well as the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising disputed claims and that nothing herein is an admission of any liability or wrongdoing by Defendant. If, for any reason, the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

5. On July 30, 2026, the Parties participated in a mediation with Todd A. Smith, Esq., a mediator in the field of employment law and wage-and-hour class actions (the "Mediator"). Following the mediation, and with the assistance of the Mediator's proposal, the Parties were able to reach a settlement.

6. The settlement discussions before, during, and after mediation were conducted at arm's length and the settlement of the Lawsuit is the result of an informed and detailed analysis of the risks associated with continued litigation.

7. Prior to mediation, Plaintiff obtained, through formal and informal discovery, a volume of payroll and timekeeping data as well as information about Defendant's written policies and practices.

DEFINITIONS

8. The following terms, when used in this Settlement Agreement, shall have the following meanings:

(a) "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

Doc ID: 70e257c09f49777af67e9be8922f7152851df792

(b) "Aggrieved Employees" means all persons employed by Defendant as an hourly-paid or non-exempt employee in California at any time during the PAGA Release Period.

(c) "Aggrieved Employee Data" shall mean Aggrieved Employee identifying information in Defendant's possession including Aggrieved Employee's names, last-known mailing addresses, Social Security number, and total number of PAGA Pay Periods worked by each Aggrieved Employee.

(d) "Aggrieved Employee Address Search" means the Administrator's investigation and search for current 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 Aggrieved Employees.

(e) "Court" means the Superior Court of California, County of Alameda.

(f) "Defense Counsel" means Grace Horoupian and Samantha Cardarelli of the law firm Fisher & Phillips LLP.

(g) "Effective Date" means the date by when all of the following events have occurred: (i) this Settlement Agreement has been executed by Plaintiff and Defendant; and (ii) the Court has entered an order granting approval to the Settlement and final judgment in the Lawsuit.

(h) "Eligible Pay Period" means any pay period worked by an Aggrieved Employee in the PAGA Release Period.

(i) "Gross Settlement Amount" means One Hundred Twenty-Five Thousand, Forty Dollars and Zero Cents ($125,040.00), which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 13 below. The Gross Settlement Amount will be used to pay the Individual PAGA Payment, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment (otherwise known as Attorney's Fees and Costs), the PAGA Representative Enhancement Payment, and the Administration Expenses Payment. The Gross Settlement Amount is non-reversionary.

(j) "LWDA" means the California Labor and Workforce Development Agency.

Doc ID: 70e257c09f49777af67e9be8922f7152851df792

(k) "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

(l) "PAGA Release Period" means the period from September 30, 2024, through August 10, 2026, unless modified at the election of Defendant pursuant to Paragraph 13 hereof.

(m) "PAGA Released Claims" shall mean all claims for civil penalties under the Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint or the underlying PAGA Notice(s).

(n) "PAGA Settlement" or "Settlement" means the settlement of the Lawsuit as memorialized in this Agreement.

(o) "Plaintiff's Counsel" or "PAGA Counsel" means Roman Otkupman and Nidah Farishta of Otkupman Law Firm, A Law Corporation.

(p) "Released Parties" shall mean Defendant Hayward Health Center, LLC, and any of its former, present, and future, direct or indirect, parents, officers, directors, employees, shareholders, members, partners, attorneys, insurers, reinsurers, predecessors, successors, assigns, subsidiaries, affiliates, consultants,agents, and any individual or entity that could be jointly liable with Defendant.

(q) "Settlement Administrator" means ILYM Group, Inc.

(r) "Notice" means the Notice of PAGA Payment, substantially in the form attached as Exhibit A.

(s) "Order and Judgment" means the Court order granting approval of the Settlement.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

9. **Stay of Litigation.** Upon full execution of this Agreement, all proceedings in the Lawsuit, and any related discovery, motion practice, deadlines, and case management dates, shall be stayed by

Doc ID: 70e257c09f49777af67e9be8922f7152851df792

stipulation of the Parties pending the Court's ruling on the motion for approval of this Settlement. The Parties shall cooperate in good faith to file any stipulation and proposed order necessary to effectuate this stay with the Court. If the Court declines to approve the stay, or if the Settlement is not approved, the Parties shall be restored to their respective litigation positions and the stay shall be lifted, without prejudice to either Party's rights or defenses.

10. **Dismissal of Class Allegations.** The Lawsuit was filed as both a putative class action and a PAGA representative action. This Settlement resolves only the PAGA claims asserted in the Lawsuit, as set forth herein. As a condition of this Settlement, and within thirty (30) calendar days of parties signing the settlement agreement, Plaintiff's Counsel shall file a request for dismissal of the class allegations asserted in the Lawsuit, without prejudice. Nothing in this Paragraph shall be construed as a release, waiver, or adjudication of the class claims, and the dismissal of the class allegations shall be without prejudice to Plaintiff or any putative class member's right to pursue such claims in a separate proceeding.

11. **Gross Settlement Amount.** In consideration for the covenants, promises, waivers, and releases contained in this Agreement, and subject to Court approval, Defendant shall pay the sum of $125,040.00 in full and final settlement of the PAGA claims that were and reasonably could have been alleged based on the facts asserted in the Lawsuit. The Gross Settlement Amount is non-reversionary. The Gross Settlement Amount shall be tendered, in full, to the Settlement Administrator no later than thirty (30) calendar days after the Effective Date.

12. **Attorney's Fees and Costs.** Subject to Court approval, Defendant will not oppose Plaintiff's Counsel's request for fees of up to one-third (33.3%) of the Gross Settlement Amount, and for costs not to exceed $15,000.00, to be paid out of the Gross Settlement Amount ("Attorney's Fees and Costs"). Should the Court reduce Plaintiff's Counsel's attorney's fees and/or costs, any such reduction shall revert to the Net Settlement Amount distributed to Aggrieved Employees. For the avoidance of doubt, if the Escalator Clause is triggered and the Gross Settlement Amount increases, PAGA Counsel shall have the right to seek attorney's fees up to one-third of the increased Gross Settlement Amount, paid from the increased Gross Settlement Amount. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation

Doc ID: 70e257c09f49777af67e9be8922f7152851df792

Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

13. **Escalator Clause.** Defendant has represented that there were approximately 4,168 pay periods worked by Aggrieved Employees during the PAGA Release Period, through the date of the mediation in this matter (July 30, 2026). Plaintiff has relied upon this material representation in entering into this Settlement. Should the number of pay periods worked by Aggrieved Employees during the PAGA Release Period exceed 4,168 by more than 10% (i.e., exceed 4,585), then, at Defendant's election, either (a) the Gross Settlement Amount shall increase by 1% for each percentage increase over that 10% threshold (for example, if the number of pay periods is 11% higher than 4,168, the Gross Settlement Amount will be increased by 1%), or (b) the PAGA Release Period shall be modified to end on a date as of which the number of pay periods worked by Aggrieved Employees during the PAGA Release Period does not exceed 4,585. Defendant shall notify Plaintiff of any election to modify the PAGA Release Period pursuant to this Paragraph 13 no later than thirty (30) calendar days before the date of the hearing on a motion for Court approval of this settlement.

14. **Plaintiff's PAGA Representative Enhancement Award.** Defendant agrees not to oppose an application or motion for a PAGA Representative Enhancement Payment of $7,500.00 to Plaintiff Jynae Domonique Lewis, subject to the Court's approval. The PAGA Representative Enhancement Payment, which will be paid from the Gross Settlement Amount, is in addition to the payment to which Plaintiff is entitled as an Aggrieved Employee. The Settlement Administrator will issue an IRS Form 1099 for the enhancement payment to Plaintiff, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amount received. Should the Court reduce the PAGA Representative Enhancement Payment, any such reduction shall revert to the Net Settlement Amount distributed to Aggrieved Employees.

15. **Settlement Costs.** The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is capped at no more than $15,000.00. Any unused amounts will revert to the Gross Settlement Amount.

Doc ID: 70e257c09f49777af67e9be8922f7152851df792

16. **Net Settlement Amount.** "Net Settlement Amount" shall mean the Gross Settlement Amount *minus* Settlement Administration Costs, Attorney's Fees and Costs, and the PAGA Representative Enhancement Payment. The Net Settlement Amount shall be allocated for payment of PAGA civil penalties as follows: (i) 65% of the Net Settlement Amount shall be distributed to the LWDA; and (ii) 35% of the Net Settlement Amount shall be distributed to the Aggrieved Employees, consistent with Labor Code section 2699(i), as amended by AB 2288.

17. **Non-Admission of Liability, Wrongdoing, or Standing.** This Agreement shall not in any way be construed as an admission by Defendant and/or any of the Released Parties that they acted wrongfully with respect to Plaintiff or any other allegedly Aggrieved Employee. Defendant specifically disclaims any liability or wrongful acts against Plaintiff, on the part of itself, and/or any respective parents, subsidiaries, affiliates, predecessors, successors, officers, directors, employees, or agents. Defendant denies that there is any factual evidence or legal basis to support any claims or Labor Code violations that Plaintiff alleges on behalf of alleged Aggrieved Employees, or by Plaintiff on her own behalf.

18. **Release by Aggrieved Employees and the LWDA.** All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, 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 and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Release Period and the underlying PAGA Notice(s), including but not limited to: Lab. Code §§ 201-203, 204(a), 204(b), 210, 218, 226(a), 226(e), 226.7, 510, 512, 558, 1194, 1194.2, and 2802.

19. **PAGA Settlement Distribution Method.** The Settlement Administrator shall process and distribute the Gross and Net Settlement Amounts in accordance with this Agreement.

(a) The Net Settlement Amount shall be available for distribution to the Aggrieved Employees and the LWDA consistent with Labor Code section 2699(i) and shall be allocated as follows: 65% to the LWDA ("LWDA Payment") and 35% to the Aggrieved Employees ("Aggrieved Employees Payment"). Each Aggrieved Employee will receive a pro rata share of the Aggrieved Employees Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all Aggrieved Employees ("Individual

Doc ID: 70e257c09f49777af67e9be8922f7152851df792

Aggrieved Employee Payment"). The Settlement Administrator will calculate each Aggrieved Employee's pro rata share of the Aggrieved Employees Payment.

(b) After fourteen (14) calendar days from the entry of a Court's Order and Judgment approving the Settlement, Defendant will send to the Settlement Administrator the Aggrieved Employee Data. This information shall be treated as and remain confidential by the Settlement Administrator and shall be used solely to manage the notice and payment process described herein, and shall not be disclosed to Plaintiff's Counsel or to anyone other than the necessary staff of the Settlement Administrator who need access to the Aggrieved Employee Data to effect and perform under this Agreement.

(c) Within thirty (30) calendar days after receipt of the Gross Settlement Amount, the Administrator will mail checks for the Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Plaintiff's PAGA Representative Enhancement Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

(d) The distribution to the Aggrieved Employees will be accompanied by a notice ("PAGA Notice") approved by the Court (in substantially the form attached as Exhibit A) along with the Individual Aggrieved Employee Payment to the individuals identified in the Aggrieved Employee Data. For any mailings returned as undeliverable or notifying the Settlement Administrator that the Aggrieved Employee is no longer at the address provided in the Aggrieved Employee Data, the Settlement Administrator shall perform a skip-trace on that individual using the National Change of Address database and other source(s) as necessary and will have fourteen (14) calendar days to re-mail the Notice and payment to the new address found in the skip-trace.

(e) The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. Aggrieved Employees shall have one-hundred and eighty (180) calendar days to cash their Individual Aggrieved Employee Payment

Doc ID: 70e257c09f49777af67e9be8922f7152851df792

checks under this Agreement. Any checks not deposited or cashed within the one-hundred and eighty (180) days will be voided and will not be reissued. Any funds from voided checks to Aggrieved Employees will be sent by the Settlement Administrator to the State of California Unclaimed Property Fund through the State Controller's Office in the name of the Aggrieved Employee within thirty (30) calendar days after the check-cashing deadline prescribed herein.

(f) Because the Individual Aggrieved Employee Payments are in compromise and settlement of claims for civil penalties, the entirety of these payments will be treated as non-wage income that is not subject to any withholdings or deductions. The PAGA Representative Enhancement Payment to Plaintiff is not wages, will not be subject to deductions or withholdings, and will be reported as 1099 income. The Settlement Administrator shall be responsible, to the extent necessary based on the amount of a payment, for all tax reporting and documentation related to the Aggrieved Employee Payments, as well as all other payments made under the Agreement. Plaintiff and Plaintiff's Counsel each agree to hold Defendant and the Released Parties harmless from and against any damage or penalty incurred upon Defendant as a consequence of any tax being due and unpaid on any portions of the Gross Settlement Amount. Plaintiff, Plaintiff's Counsel, Defendant, and Defense Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments or any increase in the fees of the Settlement Administrator that may result from such errors or omissions. Defendant nor its counsel shall have any liability for any tax implications related to the receipt of settlement funds herein, including by the settlement administrator. Any and all such liability and/or obligations shall be borne solely by the recipients of any funds to be paid by Defendant herein, except that in no case shall any PAGA Member be required to pay, reimburse, or indemnify Defendant for any amounts characterized or recharacterized as employer-side tax liabilities. The Parties acknowledge neither Defendant's Counsel nor Plaintiff's Counsel have provided any tax-related advice whatsoever.

Doc ID: 70e257c09f49777af67e9be8922f7152851df792

(g) The Individual Aggrieved Employee Payment will be accompanied by a Notice informing the Aggrieved Employee why they are receiving payment substantially in the form of Exhibit A.

(h) Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties that shall be filed with the Court five (5) court days before the non-appearance compliance hearing to be set by the Court.

20. **Plaintiff's Release and Obligations.**

(a) Upon full funding of the Gross Settlement Amount, and in addition to Plaintiff's Release of the PAGA Released Claims, Plaintiff Jynae Domonique Lewis releases, and forever discharges the Released Parties from any and all claims of every kind, which Plaintiff may have that exist against the Released Parties including, but not limited to: (a) any and all claims under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), the Americans with Disabilities Act ("ADA"), the Employee Retirement Income Security Act, as amended ("ERISA"), the Family and Medical Leave Act ("FMLA"), the Fair Labor Standards Act ("FLSA"), the Equal Pay Act, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act ("FCRA"), the Worker Adjustment and Retraining Notification Act ("WARN Act"), the National Labor Relations Act ("NLRA"), the Uniform Services Employment and Reemployment Rights Act ("USERRA"), the Genetic Information Nondiscrimination Act ("GINA"), the Immigration Reform and Control Act ("IRCA"), the Fair Employment and Housing Act ("FEHA"), the California Constitution, the California Family Rights Act ("CFRA"), the California Labor Code and applicable Wage Order(s), the Unfair Competition Law, all as amended by their respective implementing regulations, and any other federal, state or local law, statutory, regulatory, or otherwise, that may be legally waived and released; however the identification of specific statutes or law shall not limit the scope of this general release in any manner; and (b) any and all claims for backpay, regular pay, minimum wages, premium pay, overtime pay, other wages, expenses, penalties, failure to provide meal and/or rest periods, failure to reimburse business expenses, compensatory damages, special damages, interest, commissions, bonuses, sick leave, holiday pay, vacation pay, restitution, tort

Doc ID: 70e257c09f49777af67e9be8922f7152851df792

claims, contract claims, equitable claims, hostile work environment claims, workplace harassment claims, wrongful termination claims, discrimination claims, public policy claims, retaliation claims, whistleblower retaliation claims, failure to provide reasonable accommodation claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and/or attorneys' fees and costs either individually or as part of a class action, collective action, and/or representative action (collectively, "Plaintiff's Individual Released Claims").

21. Plaintiffs hereby acknowledge that they may hereafter discover facts different from, or in addition to, those which they now claim or believe to be true with respect to the Released Lawsuit. Plaintiff hereby acknowledges that she is knowingly and voluntarily waiving said rights under Section 1542 of the California Civil Code to the full extent that she may lawfully waive all such rights and benefits pertaining to the subject matter of this Agreement, and that the consequences of such waiver have been explained by her counsel and/or advisors. Plaintiff hereby acknowledges that she is familiar with California Civil Code section 1542, which provides:

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.

Notwithstanding the provisions set forth herein, and for the purpose of implementing a full and complete release, Plaintiff expressly acknowledges that this Agreement is intended to include and does include its effect without limitation all claims which Plaintiff does not know or suspect to exist in her favor against the Released Parties, and that this Agreement contemplates extinguishment of any such claim or claims.

22. **Impact of Non-Approval by the Court.** Should the Court deny approval of this Agreement, the Parties shall work jointly to make reasonable efforts to attempt to address the Court's concerns

Doc ID: 70e257c09f49777af67e9be8922f7152851df792

in order to obtain the Court's approval, except that Defendant will not be required under any circumstances to increase the Gross Settlement Amount. If the Parties cannot obtain Court approval, the Parties shall be restored to their respective litigation positions before they entered into this Agreement.

23. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Pursuant to California Code of Civil Procedure section 664.6, the Superior Court of Alameda County shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement, and the Parties and their counsel 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 entered in connection therewith. If either Party believes that a dispute exists arising out of or relating to this Agreement, it shall notify the other Party in writing. The Parties shall thereafter meet and confer in good faith for at least thirty (30) calendar days in an effort to resolve the dispute before initiating any proceedings. Each Party shall bear its own attorney's fees and costs in such proceedings. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

24. **Judgment in this Lawsuit.** Within thirty (30) calendar days after the Parties execute this Agreement, Plaintiff's Counsel shall prepare, file, and serve a motion for approval of this Agreement pursuant to California Labor Code § 2699(l)(2), advocating that the terms of the Settlement are fair, adequate, and reasonable, and Defendant shall not oppose such a motion provided that it is consistent with the terms of this Agreement. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Lawsuit, and the Settlement for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by this Agreement or by law.

25. **No Admission of Wrongdoing.** Except for the purposes of effectuating and enforcing the terms of this Agreement which include barring claims that are released pursuant to this Agreement, neither this Agreement nor any of its terms nor the settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant and/or any of the Released Parties, including but not limited to, evidence of any violation of the Labor Code, presumption, concession, indication, or admission by any of the

Doc ID: 70e257c09f49777af67e9be8922f7152851df792

Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Defendant and/or any of the Released Parties in any other civil, criminal, or administrative action or proceeding.

26. **Knowing and Voluntary Agreement.** Each Party has carefully read, knows, and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having received independent legal advice from his, her, or its attorneys with respect to the advisability of making the settlement provided for herein and the advisability of executing this Agreement.

27. **Joint Drafting.** Each of the Parties has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

28. **Counterparts.** This Agreement may be signed in counterparts. Fax, scan, and/or electronic copies of signatures shall be deemed effective as originals.

29. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Except as provided in Paragraph 30 below, any modification to this Agreement must be in writing and signed by Plaintiff and Plaintiff's Counsel and Defendant and Defendant's counsel.

30. **Authority to Execute Non-Material Amendments.** The Parties acknowledge that the Court may require non-material modifications to this Agreement, the Notice, or other settlement documents as a condition of approval, or that non-material corrections, clarifications, or conforming changes may otherwise become necessary or appropriate to effectuate the terms of this Settlement. Plaintiff's Counsel and Defense Counsel are each authorized by their respective clients to negotiate and execute, on behalf of their respective clients, any such non-material amendments, addenda, or corrections without obtaining a further signature from Plaintiff or Defendant, provided that no such amendment shall increase Defendant's payment obligations, reduce the Net Settlement Amount or any Aggrieved Employee's payment, alter the scope of the release of claims, or otherwise materially affect the substantive rights or obligations of the Parties under this

Doc ID: 70e257c09f49777af67e9be8922f7152851df792

Agreement. Any amendment that materially affects the terms of this Settlement shall require the written consent of Plaintiff and Defendant.

31. **Waiver of Right to Appeal.** In the event that the Court reduces or does not approve the requested PAGA Representative Enhancement Payment, Plaintiff shall not terminate this Settlement or appeal any judgment or order on that basis; and/or (ii) in the event that the Court reduces or does not approve Plaintiff's Counsel's requested fee award and costs, Plaintiff and Plaintiff's Counsel shall not terminate this Settlement and shall not appeal any judgment or order on that basis. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

32. **Cooperation.** All Parties will cooperate in good faith and apply their best efforts to implement this Settlement by, among other things, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement, submitting supplemental evidence and/or supplemental points and authorities if requested by the Court, or making changes to the Settlement if requested by the Court that do not materially affect the essential settlement terms.

33. **Enforcement Actions.** In the event that one or more of the Parties institute any legal action, motion, petition, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred.

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

Doc ID: 70e257c09f49777af67e9be8922f7152851df792

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

36. **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.

37. **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 Defendant 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 Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

38. **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.

39. **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:

Roman Otkupman
Roman@OLFLA.com
Nidah Farishta
Nidah@OLFLA.com
OTKUPMAN LAW FIRM, A LAW CORPORATION

Doc ID: 70e257c09f49777af67e9be8922f7152851df792

5743 Corsa Ave., Suite 123, Westlake Village, CA 91362
Telephone: (818) 293-5623

To Defendant:

Grace Horoupian
ghoroupian@fisherphillips.com
Samantha Cardarelli
scardarelli@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main St., Suite 1000
Irvine, CA 92614

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

DATED: 08 / 25 / 2026

By: _____
JYNAE DOMONIQUE LEWIS
Individually and on behalf of the Aggrieved Employees and the State of California

DATED: Aug 31, 2026

By: Keaton Bills
Electronically signed by: Keaton Bills
Reason: I am the authorized signer of this document
Date: Aug 31, 2026 16:31:30 PDT

Title: Administrator
On behalf of Defendant HAYWARD HEALTH CENTER, LLC

Doc ID: 70e257c09f49777af67e9be8922f7152851df792

EXHIBIT 3

State of California
Labor and Workforce Development Agency / Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Other Document

PAGA Number (LWDA-CM-): * 1128835-25

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXX-XX".
Search for PAGA Case number

Your Information (Person Who is Filing)

Your First Name * Roman

Your Last Name * Otkupman

Your Email Address * bella@olfla.com

Your Street Name, Number and Suite/Apt * 5073 Corsa Ave, suite 123

Your Mobile Phone Number 818-293-5623

Your City * Westlake Village

Your Work Phone Number

Your State * California

Your Zip/Postal Code * 91362

Documents

Other Document * Choose File Jynae_Domon...signed (1).pdf

Other Attachment (if any) Choose File No file chosen

Add Another Attachment

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☑ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Copyright © 2025 State of California

I'm not a robot

reCAPTCHA

reCAPTCHA helps prevent automated form spam.

Previous Page Submit

Outlook

Thank you for your Other Response or Document Submission

From DIR PAGA Unit <no-reply@formassembly.com>
Date Tue 2026-09-29 11:00
To Bella Viramontes <bella@olfla.com>

09/29/2026 11:00:20 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

Roman Otkupman, CSBN 249423
Roman@OLFLA.com
Nidah Farishta, CSBN 312360
Nidah@OLFLA.com
OTKUPMAN LAW FIRM, A LAW CORPORATION
5743 Corsa Ave., Suite 123
Westlake Village, CA 91362
Telephone: (818) 293-5623
Facsimile (888) 850-1310

Attorney for Plaintiff,
Jynae Domonique Lewis, on behalf of herself and all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

JYNAE DOMONIQUE LEWIS, on behalf of herself and all others similarly situated, and on behalf of the general public, Plaintiff, vs. HAYWARD HEALTH CENTER, LLC, a California Limited Liability Company, and DOES 1 through 10, inclusive, Defendants.	Case No. 25CV146839 **NOTICE OF HEARING ON PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT** Date: November 10, 2026 Time: 2:30 p.m. Dept.: 21 Judge: Hon. Raj Chatterjee

PLEASE TAKE NOTICE that Plaintiff's Motion for Approval of PAGA Settlement will be heard on November 10, 2026 at 2:30 p.m. in Department 21 of the Alameda County Superior Court.

DATED: October 19, 2026

OTKUPMAN LAW FIRM,
A Law Corporation

By: 

Roman Otkupman
Nidah Farishta
Attorneys for Plaintiff

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : * 1128835-25

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXX-XX".
Search for PAGA Case number

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name * Roman

Your Last Name * Otkupman

Your Email Address * bella@olfla.com

Your Street Name, Number and Suite/Apt * 5073 Corsa Ave, suite 123

Your Mobile Phone Number 818-293-5623

Your City * Westlake Village

Your Work Phone Number

Your State * California

Your Zip/Postal Code * 91362

Court and Hearing Information

Court *
Alameda County Superior Court

Court Case Number *
25CV146839

Hearing Date *
11/10/2026

Hearing Time *
02:30
HH:MM

Hearing Location *
Dept 21

Number of aggrieved employees *
194

Net Amount to Aggrieved Employees *
20284.38

Gross settlement amount *
125040.00

Gross penalty *
57955.30

Penalties to LWDA *
37670.99

Date of proposed settlement *
07/30/2026

Other PAGA Notices

Search for PAGA Case number

- [x] I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.

- (•) There are no other PAGA claims which may be affected by this proposed settlement.
- ( ) The proposed settlement may affect other PAGA claims.

- [ ] A Notice of Related Cases has been filed in all related actions.
- [x] Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- [x] Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf or .xlsx) *
Choose File Lewis – PAGA…H to LWDA.pdf

Other Attachment (if any, must be .pdf or .xlsx)
Choose File No file chosen

Add Another Attachment

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☑ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

Copyright © 2025 State of California

Previous Page Submit

Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>
Date Mon 2026-10-19 11:46
To Bella Viramontes <bella@olfla.com>

10/19/2026 11:46:27 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/19/2026 11:46:27 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1128835-25

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 5

Summary Report

Time - Jynae Lewis

Print - Close Window

Year	Month	Project	Rate	Hours	Amount
2025	Sep	Roman Otkupman	$950.00	6.80	$6,460.00
Total for September 2025				6.80	$6,460.00
2025	Oct	Roman Otkupman	$950.00	8.30	$7,885.00
Total for October 2025				8.30	$7,885.00
2025	Nov	Roman Otkupman	$950.00	1.40	$1,330.00
Total for November 2025				1.40	$1,330.00
2025	Dec	Nidah Farishta	$600.00	0.30	$180.00
2025	Dec	Roman Otkupman	$950.00	2.90	$2,755.00
Total for December 2025				3.20	$2,935.00
Grand Total for 2025				19.70	$18,610.00
2026	Jan	Nidah Farishta	$600.00	1.30	$780.00
Total for January 2026				1.30	$780.00
2026	Jul	Roman Otkupman	$950.00	40.90	$38,855.00
Total for July 2026				40.90	$38,855.00
2026	Aug	Nidah Farishta	$600.00	1.20	$720.00
2026	Aug	Roman Otkupman	$950.00	4.60	$4,370.00
Total for August 2026				5.80	$5,090.00
2026	Sep	Nidah Farishta	$600.00	5.90	$3,540.00
2026	Sep	Roman Otkupman	$950.00	12.30	$11,685.00
Total for September 2026				18.20	$15,225.00
2026	Oct	Roman Otkupman	$950.00	10.00	$9,500.00
Total for October 2026				10.00	$9,500.00
Grand Total for 2026				76.20	$69,450.00
Grand	Total	Nidah Farishta	$600.00	8.70	$5,220.00
Grand	Total	Roman Otkupman	$950.00	87.20	$82,840.00
Grand Total for All				95.90	$88,060.00

EXHIBIT 6

Jynae Domonique Lewis v. Hayward Health Center, LLC

Counsel's Costs

EXPENSE CATEGORY	**EXPENSE**
Filing Fee	$1,498.14
Service	$112.79
EFiling Fees	$40.27
Mediation	12,500
LWDA	$75
Mailing	$32
Printing	$0.60
Total Expenses	**$14,258.80**

EXHIBIT 7

CLASS ACTION ADMINISTRATION

ILYM GROUP

Case Name: Jynae Domonique Lewis v. Hayward Health Center

Thursday, September 3, 2026

Requesting Attorney:
Bella Viramontes
Otkupman Law Firm, ALC
bella@olfla.com
818.293.5623

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	194
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$548.66
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$2,581.34
Case Conclusion:	$520.00
Estimated ILYM Fees & Expenses:	**$3,650.00**

CLASS ACTION ADMINISTRATION

ILYM GROUP

Case Name: Jynae Domonique Lewis v. Hayward Health Center

Thursday, September 3, 2026

Requesting Attorney's Name: Bella Viramontes

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - *Import and Formatting of Data**	Hourly	$150.00	1	$150.00
Project Manager (Case notification and maintenance)	Hourly	$120.00	2	$240.00
NCOA	Flat Rate	$65.00	1	$65.00
Toll-Free Customer Service Representative	Flat Rate	$93.66	1	$93.66
			Subtotal	**$548.66**

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	$150.00	1	$150.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	1	$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	$1.50	194	$291.00
USPS First Class 1oz Postage	Per Piece	$0.81	194	$157.14
Remails (Forward/Skip Trace Undeliverables)	Per Piece	$2.00	29	$58.20
Preparation of Taxes	Hourly	$150.00	2	$300.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00
			Subtotal	**$2,581.34**

**Additional Bank fees may apply*

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Process Unclaimed Funds	Flat Fee	$300.00	1	$300.00
Declaration	Hourly	$120.00	1	$120.00
			Subtotal	**$520.00**

Estimated ILYM Fees & Expenses: $3,650.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Clients instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 8

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: PAGA Settlement Payment from *Jynae Domonique Lewis, et al. v. Hayward Health Center, LLC*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

The enclosed check is your share of a court-approved representative action settlement between Plaintiff Jynae Domonique Lewis ("Plaintiff"), on behalf of the State of California, and Defendant Hayward Health Center, LLC ("Hayward Health") in the case of *Lewis, et al. v. Hayward Health Center, LLC* (Alameda County Superior Court, Case No. 25CV146839 (the "Action"). The claims asserted in the Action included claims pursuant to the California Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq*. ("PAGA").

The PAGA claims were brought on behalf of the State of California and all of Hayward Health's California-based non-exempt employees who worked at any time from September 30, 2024 through August 10, 2026 ("Aggrieved Employees"). The Action alleged Hayward Health owed PAGA civil penalties for failure to provide: meal breaks and rest breaks, or compensation in lieu of those breaks; all minimum and overtime wages; accurate employee wage statements; timely payment of all wages due during employment, timely payment of all wages due at separation of employment; and reimbursement for business expenses. Hayward Health denies it violated the California Labor Code or any other laws.

The Parties agreed to settle this matter, and the Court approved the amount of the civil penalties. A majority of the civil penalty settlement amount (65%) is required to go to the State of California's Labor and Workforce Development Agency ("LWDA"), while a smaller portion (35%) is allocated to Aggrieved Employees based on the number of pay periods each worked from September 30, 2024 through August 10, 2026

The settlement is not an admission of wrongdoing by Hayward Health or an indication that any law was violated. The Court did rule on the merits of the claim, and by approving the settlement, the Court is not suggesting which side would win or lose if this case went to trial.

The enclosed check is your share of the settlement, based on the number of pay periods you worked in the relevant time period. This amount represents penalties and will be reported on an IRS Form 1099. Your check is valid for 180 days from the date of mailing. After that date, you cannot cash the check and it will be void. Funds attributable to the uncashed checks will be sent to California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

This settlement releases all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations stated in the Complaint and the PAGA Notice filed with the LWDA in support of the Action. You cannot exclude yourself from this settlement.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Settlement Administrator, ILYM Group, Inc., at [Address], [Telephone Number]

Sincerely,

[Administrator]