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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE – HISTORIC COURTHOUSE

ALAN MALDONADO, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

RIVERSIDE FAMILY PHYSICIANS, A PROFESSIONAL MEDICAL CORPORATION, a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2505225

Assigned for all purposes to the Hon. Harold W. Hopp, Dept. 1

FIRST AMENDMENT TO CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT ("PAGA") SETTLEMENT AGREEMENT

Complaint filed: September 16, 2025
FAC filed: November 20, 2025
Trial date: None set

This First Amendment to Class Action and PAGA Settlement Agreement ("Amendment") is entered into by and between Plaintiff Alan Maldonado ("Plaintiff") and Defendant Riverside Family Physicians, a Professional Medical Corporation ("Defendant") (together, the "Parties").

RECITALS

A. On or about August 4, 2026, the Parties fully executed the Class Action and PAGA Settlement Agreement ("Agreement"). Capitalized terms not defined in this Amendment have the meanings given in the Agreement.

B. Paragraph 9 of the Parties' Memorandum of Understanding entered into following the April 29, 2026 mediation ("Escalator Clause") provides that if the total number of Workweeks through the Class Period exceeds 5,174, Defendant shall, at its option, either (a) increase the Gross Settlement Amount proportionally, or (b) cap the Class Period as of the date the number of Workweeks reaches but does not exceed 5,174, in which case the PAGA Period shall end on the same date as the Class Period. The Escalator Clause is a Basic Settlement Term under Paragraph 8.2 of the Agreement.

C. Defendant's review of its records showed that Class Members worked more than 5,174 Workweeks during the period from September 16, 2024 through June 15, 2026. Before the filing of Plaintiff's Motion for Preliminary Approval, Defendant elected option (b) of the Escalator Clause. Defendant represents that Class Members worked a total of 5,173 Workweeks, and Aggrieved Employees worked a total of 2,603 Pay Periods, from September 16, 2024 through May 6, 2026, and that May 6, 2026 is the date on which the number of Workweeks reaches but does not exceed 5,174.

D. The Parties also wish to conform the releases in Paragraphs 5.2 and 5.3 of the Agreement to Sections G(3)(e) and G(9)(d) of the Court's Class Action Case Management Order No. 1, as agreed by counsel on October 22, 2026.

E. Paragraph 11.9 of the Agreement provides that the Agreement may be amended only by an express written instrument signed by all Parties and approved by the Court.

NOW, THEREFORE, the Parties agree as follows:

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1. **Class Period.** Paragraph 1.12 of the Agreement is amended to read: "'Class Period' means the period from September 16, 2024, through May 6, 2026."

2. **PAGA Period.** Paragraph 1.31 of the Agreement is amended to read: "'PAGA Period' means the period from September 16, 2024, through May 6, 2026."

3. **Class Member Workweeks.** Paragraph 4.1 of the Agreement is amended to read: "Class Member Workweeks. Based on a review of its records, Defendant estimates there are 85 Class Members and 85 Aggrieved Employees who collectively worked a total of 5,173 Workweeks during the Class Period and 2,603 Pay Periods during the PAGA Period."

4. **Released Class Claims.** Paragraph 5.2 of the Agreement is amended to read:

> "5.2. Released Class Claims. All Participating Class Members (including Plaintiff), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and forever discharge the Released Parties from all claims arising during the Class Period that were alleged in the Operative Complaint, or that are based solely on the facts alleged in the Operative Complaint. This includes claims for: minimum wages; overtime and double time wages; meal and rest breaks; wage statement violations; failure to pay overtime at the regular rate of pay; failure to timely pay wages during employment and upon termination, including vacation and separation pay owed upon termination (Labor Code § 203); failure to reimburse business expenses, including unlawful deductions from wages (Labor Code §§ 2802, 226); and unfair business practices under the UCL based on the foregoing. Claims for vacation pay and separation pay are released only as part of the claims for unpaid wages and waiting time penalties under Labor Code section 203, and claims for unlawful deductions are released only as part of the claims under Labor Code sections 2802 and 226. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period."

5. **Released PAGA Claims.** Paragraph 5.3 of the Agreement is amended to read:

> "5.3. Released PAGA Claims. Plaintiff releases all claims for civil penalties under PAGA that could have been sought by the Labor Commissioner for the alleged violations arising during the PAGA Period that were both identified in the PAGA Notice and alleged in the Operative Complaint, including: failure to pay minimum wages, overtime, and double time wages; failure to provide meal and rest periods; wage statement violations; failure to pay overtime at the regular rate of pay; failure timely to pay wages during employment and upon termination, including vacation and separation pay owed upon termination (Labor Code § 203); and failure to reimburse business expenses, including unlawful deductions from wages (Labor Code §§ 2802, 226). Plaintiff does not release any Aggrieved Employee's claim for wages or damages."

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6. **Class Notice.** Paragraph 1.11 of the Agreement is amended to provide that the Class Notice shall be in the form, without material variation, attached as Exhibit A to the [Proposed] Order Granting Preliminary Approval submitted with Plaintiff's Motion for Preliminary Approval, as approved or modified by the Court, and shall be mailed to Class Members in English and Spanish. That form replaces Exhibit A to the Agreement.

7. **Class Counsel.** Paragraph 1.7 of the Agreement is amended to read: "'Class Counsel' means John G. Yslas, Diego Aviles, Harry Erganyan, Mariam Nazaretyan, and John Nitti of the Wilshire Law Firm, PLC." Paragraph 11.17 of the Agreement is amended to add Johnny Nitti, johnny.nitti@wilshirelawfirm.com, to the persons receiving notice on behalf of Plaintiff.

9. **No Other Changes.** Except as expressly amended by this Amendment, all terms of the Agreement remain in full force and effect, including the Gross Settlement Amount of $150,000.00. If this Amendment conflicts with the Agreement, this Amendment controls. References in the Agreement to "this Agreement" include the provisions as amended by this Amendment.

10. **Court Approval.** This Amendment is subject to Court approval and will be submitted with Plaintiff's Motion for Preliminary Approval. If the Court does not approve the Settlement, this Amendment will be void to the same extent as the Agreement.

11. **Counterparts.** This Amendment may be executed in counterparts by facsimile, electronically (i.e., DocuSign), or email, each of which shall be deemed an original, and all of which together constitute one instrument.

IT IS SO AGREED.

PLAINTIFF

Dated: 11/16/2026

DocuSigned by:
0528896ADF1A4E4...
Alan Maldonado

WILSHIRE LAW FIRM, PLC
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Los Angeles, CA 90017

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DEFENDANT

Dated: 11/17/2026

Riverside Family Physicians,
a Professional Medical Corporation

By: Harneel Sandhu

APPROVED AS TO FORM

WILSHIRE LAW FIRM, PLC

Dated: 11/16/2026

John G. Yslas / Diego Aviles / John Nitti
Attorneys for Plaintiff

FISHER & PHILLIPS LLP

Dated: 11/17/2026

Christine D. Baran / Catherine T. Phan
Attorneys for Defendant

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