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CARMINA VALDEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CARMINA VALDEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED IMAGING CENTER, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 23STCV06358

*[Assigned for all purposes to the Hon. Stuart M.
Rice, Dept. SSC-1]*

**DECLARATION OF MILAN MOORE IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 9, 2025
Time: 10:30 a.m.
Dept.: SSC-1

1 I, MILAN MOORE, declare as follows:

2 1. I am an Associate with Lidman Law, APC, counsel for named Plaintiff Carmina Valdez
3 (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I am a member in good
4 standing of the bar of the State of California and am admitted to practice in this Court. I have personal
5 knowledge of the facts stated in this declaration and could testify competently to them if called upon
6 to do so.

7 2. I am a 2015 graduate of UConn School of Law. I was admitted to the California State
8 Bar in December 2015 after passing the bar exam on my first attempt. Since that time, I have practiced
9 exclusively in the area of employment litigation. Prior to joining Lidman Law, APC, I worked for an
10 employment litigation boutique, where I successfully represented employees in discrimination,
11 harassment, retaliation and wrongful termination cases in both state and federal court. While non-
12 exhaustive, the type of work I performed included: conducting client intakes, performing pre-filing
13 research and analysis, drafting complaints, attending court hearings, corresponding with opposing
14 counsel, drafting and responding to written discovery, preparing for and taking and defending
15 depositions, drafting and opposing motions for remand, demurrers and motions to strike, motions to
16 compel, drafting mediation briefs, and attending mediations.

17 3. Since June 11, 2018, I have worked as an associate at my current firm, Lidman Law,
18 APC. I am currently staffed on approximately seventy (70) active wage and hour class action lawsuits
19 in both state and federal court.

20 4. I have been appointed Class Counsel in *Hanke v. C&W Facility Services, Inc.*, Case No.
21 CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn
22 presiding; *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los
23 Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection,*
24 *Inc.*, Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge
25 William F. Highberger presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
26 Superior Court, County of Los Angeles, Honorable Rafael A. Ongkeko presiding; *Teran v. Western*
27 *Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge
28

1 Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477,
2 California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding;
3 *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside,
4 Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No.
5 CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S.
6 Cohn presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court,
7 County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Davis v. WeDriveU*, Case No.
8 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh
9 presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of
10 Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight*
11 *Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District
12 of California, the Honorable Judge Philip S. Gutierrez presiding.

13 5. In 2023 and 2024, Thomson Reuters and Los Angeles Magazine recognized me as a
14 Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyer. This
15 is an honor awarded to no more than two and a half percent of attorneys under the age of forty in
16 Southern California each year.

17 6. As co-counsel for Plaintiff and the proposed Settlement Class, I have been intimately
18 involved in every aspect of this case from its inception through the present, and I believe that the
19 proposed Settlement is a favorable result for the Settlement Class Members under the circumstances
20 presented.

21 7. Defendant Advanced Imaging Center, Inc. (“Advanced Imaging” or “Defendant”) is a
22 medical imaging center. On March 22, 2023, Plaintiff filed a putative class action complaint against
23 Defendant in Los Angeles County Superior Court. On March 22, 2023, Plaintiff sent a letter to the
24 California Labor Workforce Development Agency (“LWDA”) and Defendant advising of her intention
25 of filing a Labor Code Private Attorneys General Act of 2004 (“PAGA”) claim based on Labor Code
26 violations as alleged in her operative complaint. After exhausting her administrative requirements under
27 the PAGA, Plaintiff filed a First Amended Class and Representative Action Complaint on June 1, 2023
28

1 alleging causes of action for: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime
2 wages owed; (3) failed to provide all legally required meal periods; (4) failed to authorize and permit
3 all legally required rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to
4 timely pay all wages upon termination; (7) engaged in unlawful business practices; and (8) is liable for
5 civil penalties under the PAGA. A true and correct copy of Plaintiff's LWDA letter is attached hereto
6 as **Exhibit 1**.

7 8. After agreeing to participate in early mediation, Defendant informally produced a
8 sampling of timekeeping and payroll data for the putative class, as well as its wage and hour policies
9 and other relevant documents and information relevant to the claims alleged. Defendant also provided
10 sufficient information for Plaintiff to calculate the necessary metrics, including without limitation, class
11 size, number of workweeks, and pay periods.

12 Defendant produced a random selection of timekeeping and payroll data for 20% of the putative
13 class. Plaintiff received a list of 107 unique Employee ID numbers. Accordingly, a sample of this
14 group is representative of the entire Settlement Class and is statistically significant and reliable for
15 purposes of evaluating a potential settlement. Here, the statistical analysis of the time punch and payroll
16 data was used for the limited purpose of determining the predominance of rounding and meal period
17 violations in support of Plaintiff's claims that Advanced Imaging maintained policies and practices
18 during the relevant time period of not paying its non-exempt employees for all time worked and not
19 providing all legally compliant meal periods. Indeed, based on the time punch data produced which
20 included actual time punches and rounded paid hours, Plaintiff was able to conduct a rounding analysis
21 and conclude that Advanced Imaging's rounding practice was widespread during the entire relevant
22 time period. Moreover, from the time and payroll data, Plaintiff was able to analyze the meal records
23 and find an approximate 16% potential meal period violation rate in which the majority of meal period
24 violations were for late and short meal periods. The Settlement Class members worked at the same
25 facility, did similar work, and were paid under the same wage and hour policies and procedures. Further,
26 if all Settlement Class members brought lawsuits for unpaid wages and/or meal period violations, they
27 would rely on timekeeping records similar to the ones in this sampling which also supports a finding
28 that the sampling is statistically reliable.

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1 In addition to the representative sampling, Advanced Imaging produced key data points and all
2 relevant written wage and hour policies in effect during the relevant time periods. Specifically, Plaintiff
3 was provided with the following:

- 4 • Plaintiff's personnel files and timekeeping and payroll documents;
- 5 • The hire and term dates for the putative class that enabled Plaintiff to calculate key data
6 points, including total number of employees, workweeks, and pay periods during the
7 relevant time period;
- 8 • Exemplars of the wage statements provided during the relevant time period;

9 This information coupled with the representative data sampling, enabled Plaintiff to extrapolate
10 to the entire class and aided in Plaintiff's creation of a class-wide exposure model for all the claims at
11 issue, including unpaid wages and penalties potentially owed for alleged minimum and overtime wages,
12 and meal and rest and unpaid wages violations. After the detailed review of the documents and data
13 produced by Advanced Imaging, I drew on my extensive experience in similar cases to assess the
14 strengths and weaknesses of Plaintiff's case. This informal discovery allowed the parties to assess the
15 merits and value of Plaintiff's claims and Advanced Imaging's defenses thereto.

16 9. On June 4, 2024, after extensive research and analysis, including a detailed analysis of
17 Defendant's potential exposure by Plaintiff, a mediation was held with Mark LeHocky, a well-respected
18 wage and hour class action mediator. During mediation, the Parties vigorously debated their opposing
19 legal positions, the likelihood of certification of Plaintiff's claims and the legal basis for the claims and
20 defenses. Ultimately, the Parties agreed on principle on a class-wide resolution. Thereafter, the Parties
21 signed the Class Action Settlement Agreement ("Settlement"). A true and correct copy of the
22 Settlement is attached hereto as **Exhibit 2**. The proposed Notice of Class Action and Proposed
23 Settlement is attached as Exhibit A to the Settlement. A true and correct copy of a redlined comparison
24 of the LASC's model agreement with the Settlement in this matter is attached hereto as **Exhibit 3**.

25 //

10. If the Court approves this Settlement, Defendant will pay a Gross Settlement Amount (“GSA”) of \$180,000.¹ Significantly, this Settlement is **non-reversionary**, and no Settlement Class member will have to submit a claim form to receive a Settlement Award. Each Settlement Class member will automatically receive a Settlement Award unless he or she affirmatively opts out of the Settlement. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount (“GSA”):	\$180,000.00
Minus Court-approved attorneys’ fees (1/3 of GSA):	\$60,000.00
Minus Court-approved, verified costs (up to):	\$20,000.00
Minus Court-approved Class Representative Service Award (up to):	\$7,500.00
Minus Settlement Administration Costs:	\$7,250.00
Minus PAGA payment to the LWDA:	\$7,500.00
Net Settlement Amount (“NSA”):	\$77,750.00
Settlement Class Members	107
Average Individual Payment: NSA/Settlement Class	\$726.64

Defendants shall fund the Gross Settlement Amount and the corresponding amounts necessary to pay the payroll taxes on the Wage Portion of the Individual Class Payments as determined by the Administrator within 30 calendar days of the Court granting Final Approval of the Settlement.

After deducting amounts for the Court-approved attorneys’ fees and verified costs, Service Award to Plaintiff, Settlement Administrator costs, and the PAGA payment to the LWDA, the

¹ Based on a review of its records to date, Defendant estimates there are 107 Class Members who collectively worked a total of 11,657 Workweeks. If the number of workweeks during the Settlement Class Period increases by more than 10%, above 12,282, Defendant agrees to increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 10% (i.e., if there was an 11% increase in the number of workweeks during the Class Period, Defendant shall increase the Gross Settlement Amount by 1% and so on). Settlement, ¶ 2.k. In preparation of the instant Motion, the proposed administrator, Phoenix Settlement Administrators, ran a preliminary workweek count through November 25, 2024 (the first date available from the Court clerk) and estimated there are 13,191 total workweeks, which would trigger the escalator clause. Defendant is in the process of determining whether or not to increase the GSA or shorten the Class Period. However, the total workweeks appear to be within the general range that the parties expected.

Settlement requires Defendants to pay a Net Settlement Amount (“NSA”) of at least **\$77,750.00** to all Settlement Class Members who do not timely opt out.

11. According to Defendant, there are approximately 107 total Settlement Class members defined as:

All current and former non-exempt employees of Defendant in California between March 22, 2019 and the date the Court in the Action grants Preliminary Approval of this settlement.

Thus, the average Individual Settlement Awards (assuming there are no opt-outs) is projected to be approximately **\$703.27, exclusive of any PAGA civil penalties.**

In addition, there are approximately 62 PAGA Members. PAGA Members is defined as: “all current and former non-exempt employees of Defendant in California between March 22, 2022 and the date the Court in the Action grants Preliminary Approval of this settlement.” The average individual portion of PAGA Amount is approximately \$40.32.

12. Settlement Class members’ claims arise from Defendant’s uniform policies and practices that applied to Settlement Class members during the class period. Specifically, Plaintiff alleged that Defendant’s common and uniform policies and practices resulted in the following violations: (1) failure to pay all minimum wages owed; (2) failure to pay all overtime wages owed; (3) failure to provide all legally required meal periods; (4) failure to authorize and permit all legally required rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to timely pay all wages upon separation; (7) unlawful business practices; and (8) liability for civil penalties under the PAGA.

13. As described in the accompanying Motion for Preliminary Approval, Plaintiff alleges that she and the Settlement Class Members were not fully compensated for all of their time worked due to unlawful shaving of time worked and/or rounding such that they would not be fully paid for all time worked. Plaintiff also alleges that this practice was not-even handed over time and would almost exclusively benefit Advanced Imaging, and the employees were routinely underpaid for their time worked. Plaintiff estimates the total underpayment of wages due to unlawful rounding is approximately

1 \$128,661.00.

2 14. Advanced Imaging contends that it compensated Settlement Class Members for all of
3 their time worked. Advanced Imaging also contends that its rounding practices were lawful, and any
4 unpaid time was *de minimis* and therefore non-compensable. Advanced Imaging further asserts that
5 Plaintiff would be unable to certify a rounding class given the individualized inquiries that would be
6 required, and also that Advanced Imaging's rounding policy/mechanism was, according to it, neutral
7 on its face and in its application. In light of these defenses, Plaintiff discounted the maximum exposure
8 by 45% for the risk of non-certification, and an additional 30% to account for Advanced Imaging's
9 defenses on the merits, to arrive at an estimated exposure of \$49,534.49.

10 15. Plaintiff alleges that she and Settlement Class Members were not provided with all
11 legally-compliant first meal periods beginning before the end of the fifth hour of work. Based on a
12 review of the timekeeping data, there was an approximate 16% violation rate, with the majority of the
13 violations being for late meal periods. Accordingly, Plaintiff calculated Advanced Imaging's maximum
14 exposure for the alleged meal period violations at approximately \$184,471.00 ((11,657 workweeks x 5
15 shifts/week) x .93(shifts over 6.0 hours) x .16 (percentage of non-compliant MPs) x \$21.27 average
16 premium).

17 16. Advanced Imaging counters that it has always maintained a lawful meal period policy
18 and provided non-exempt employees with an opportunity to take legally compliant meal periods, and
19 any non-compliant meal periods reflected in employee timekeeping records were solely the result of
20 employee choice, rather than any policy or practice of Advanced Imaging. Advanced Imaging points
21 out that it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods
22 are taken, and that they have always done so. Finally, Advanced Imaging contends Plaintiff's meal
23 period claim is not suited for class certification, since individual inquiries would be required to assess
24 which employees took non-compliant meal periods, how many meal periods were non-compliant or
25 missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal
26 period during a particular shift. Accordingly, Plaintiff discounted the maximum exposure by 50% for
27 the risk of non-certification, and an additional 60% to account for Advanced Imaging's defenses on the
28

merits to arrive at an estimated exposure of \$36,894.20.

17. Plaintiff alleges that she and the Settlement Class Members were not authorized and permitted to take all required rest periods due to Advanced Imaging's rest period policies and practices because Advanced Imaging failed to provide any rest periods on shifts worked in excess of 3.5 hours. Thus, Plaintiff alleges the Settlement Class Members experienced at least one rest period violation on every shift worked in excess of 3.5 hours. Therefore, Plaintiff calculated Advanced Imaging's maximum exposure for the alleged rest period violations at approximately \$1,239,722.00 (11,657 workweeks x 5 shifts/week x \$21.27 average premium).

18. Advanced Imaging contends that its policies and procedures authorized and permitted Settlement Class Members to take all off-duty rest periods in compliance with California law. Advanced Imaging also argues that Plaintiff's rest period claim is inherently unsuited for class treatment as it requires an individualized inquiry into whether each Settlement Class Member was in fact authorized and permitted to take a compliant rest period, which would evolve into an unmanageable series of mini-trials. Accordingly, Plaintiff discounted the maximum exposure by 60% for the risk of non-certification, and an additional 55% to account for Advanced Imaging's defenses on the merits to arrive at an estimated exposure of \$223,149.96.

19. Plaintiff further alleges that Advanced Imaging issued inaccurate wage statements in violation of Labor Code section 226 as a result of the alleged unpaid minimum wages and overtime wages, and meal and rest period premium wages described above. Plaintiff's data analysis reflected that there were approximately 1,382 wage statements issued during the relevant time period. Therefore, Plaintiff calculated Advanced Imaging's maximum exposure for wage statement violations at approximately \$135,900.00 ((\$50.00 x 46 current employees) + (\$100.00 x 1,336 subsequent wage statements)).

20. Advanced Imaging further argues that its alleged wage statement violations could not be shown to be "knowing and intentional," and that Plaintiff cannot show that she or any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of penalties. As such, Plaintiff discounted the calculated exposure by 45% for a risk of

1 non-certification and an additional 50% for a risk of being unsuccessful on the merits, to arrive at an
2 estimated total of \$37,372.50.

3 21. Plaintiff alleges that Advanced Imaging is also liable for waiting time penalties under
4 Labor Code section 203 as a result of its failure pay all wages and all meal and rest period premium
5 wages. There are approximately 48 Settlement Class Members who have separated their employment
6 during the relevant time period. Therefore, Plaintiff calculated Advanced Imaging's maximum exposure
7 for waiting time penalties at approximately \$245,030.00 (8 hours x \$21.27 average reg. rate of pay x 30
8 days x 48 former employees).

9 22. Advanced Imaging asserts it has strong defenses to the waiting time claim because there
10 exist good-faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties.
11 Accordingly, Plaintiff discounted the maximum exposure by 45% for the risk of non-certification, and
12 an additional 40% to account for Advanced Imaging's defenses on the merits, to arrive at an estimated
13 exposure of \$80,859.90.

14 23. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged
15 Labor Code violations. Plaintiff calculated Advanced Imaging's maximum exposure at \$138,200.00
16 (1,382 pay periods x \$100 initial violation rate).

17 24. Advanced Imaging argues that Plaintiff's PAGA claim will fail for the same reasons that
18 her underlying claims will fail. Therefore, Plaintiff discounted the maximum exposure figure by 45%
19 for a risk of being unsuccessful on the merits, and an additional 55% to account for the possibility of
20 this Court reducing penalties, to arrive at an estimated exposure of \$34,204.50.

21 25. Using these estimated figures for each of the claims described above, Plaintiff predicted
22 the realistic total recovery for the Settlement Class would be approximately \$462,015.55. The proposed
23 settlement of \$180,000.00 therefore represents approximately 39% of the reasonably forecasted
24 recovery for the Settlement Class. *Id.* Preliminary approval is appropriate as the settlement will provide
25 tangible monetary relief to Settlement Class Members and will still provide an average recovery to
26 Settlement Class Members of over \$700.00.

27 26. Here, Class Counsel will also apply for an attorneys' fees award of one-third of the
28 GSA, which is currently estimated to be \$60,000.00, and up to \$20,000 in verified costs reimbursement.

1 Plaintiff submits the requested fee is fair compensation for undertaking complex, risky, expensive, and
2 time-consuming litigation on a purely contingent fee basis. Class Counsel has incurred substantial
3 attorney fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal
4 research, analyzing timekeeping data and payroll records, preparing for and attending mediation,
5 negotiating and revising the long-form Settlement, preparing this Motion, and otherwise litigating the
6 case. Class Counsel expect to expend additional attorney time in attending the hearing on this Motion,
7 overseeing the Notice process and fielding questions from Settlement Class members, preparing the
8 final approval papers and attending the Final Approval hearing.

9 27. Plaintiff has provided written approval of the split of attorneys' fees in this action.

10 28. Plaintiff will seek a service award of \$7,500.00 at the time of seeking final approval,
11 and I believe this is reasonable given Plaintiff's efforts in this case and the risks she undertook on
12 behalf of the Settlement Class members, including the risk that she could be liable for Defendant's
13 costs if this case was unsuccessful. Plaintiff was integral in the prosecution of this action, by, among
14 other things, providing substantial factual information and documents to Class Counsel, attending
15 multiple meetings and conferences with Class Counsel to discuss the claims and theories at issue in the
16 litigation, and otherwise actively participating in the prosecution of her claims. Furthermore, there are
17 no apparent conflicts of interest between Plaintiff and the Settlement Class she seeks to represent.

18 29. Although the parties engaged in informal discovery throughout this action, the parties
19 still had significant discovery to complete in formal litigation had the matter not settled. Moreover,
20 Plaintiff still had to file for class certification, and faced the prospect of appeals in the wake of a disputed
21 class certification ruling for Plaintiff and/or an adverse summary judgment ruling. Even if the classes
22 sought to be certified by Plaintiff were in fact certified, the parties would incur considerably more
23 attorneys' fees and costs through a possible decertification motion, trial, and possible appeal. This
24 Settlement avoids those risks and the accompanying expense.

25 //

30. My office is to submit a copy of the instant Motion for Preliminary Approval and all supporting documents via the LWDA's website on the same date concurrently herewith and will have a supplemental proof of service filed after the Motion for Preliminary Approval and all supporting documents are submitted to the LWDA.

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

Executed on September 30, 2024, at El Segundo, California.

Milan Moore

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

March 22, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN RECEIPT
REQUESTED**

Advanced Imaging Center, Inc., a California corporation
c/o Alan Abrams, Registered Agent
1875 Century Park East, Suite 2200
Century City, CA 90067

Re: *Carmina Valdez v. Advanced Imaging Center, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Carmina Valdez in claims arising from his employment with Advanced Imaging Center, Inc., a California corporation (“Defendant”). Ms. Valdez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Ms. Valdez, a former non-exempt employee, was employed by Defendant from approximately November 22, 2021 through approximately May 2022. During her employment, Ms. Valdez was employed as a Medical Billing/Front Office employee at Defendant’s location in Lancaster, California.

During her employment with Defendant, Ms. Valdez was generally scheduled to work from 7:00 a.m. to 7:30 p.m. or 8 p.m. Monday through Friday. Therefore, Ms. Valdez would often work more than eight (8) hours per day and/or forty (40) hours per week. For part of her employment, Defendant kept track of Ms. Valdez’s hours worked through handwritten timesheets. Then, during the relevant time period, Defendant required Ms. Valdez to use her employee code to clock in and out on the electronic timekeeping system to keep track and record her work time.

During her employment with Defendant, Defendant would keep track of Ms. Valdez's and other hourly, non-exempt employees' time worked and would unlawfully shave their work time and/or round their work time such that they would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendant was not even-handed over time and would almost exclusively round and shave in Defendant's favor such that Ms. Valdez and other hourly, non-exempt employees were routinely unpaid for their time worked. As a result, Defendant failed to pay Ms. Valdez and other hourly, non-exempt employees all required minimum and overtime wages.

Throughout Ms. Valdez's employment with Defendant, Ms. Valdez and other hourly, non-exempt employees were not provided all required meal periods due to Defendant's meal period policies/practices which fail to provide uninterrupted, duty-free 30-minute meal periods prior to the start of the fifth hour of work. Specifically, due to the work demands imposed by Defendant, Defendant often provided meal periods that were either late or short or failed to provide a required meal period altogether. Moreover, when Ms. Valdez and other hourly, non-exempt employees worked shifts in excess of 10.0 hours, Defendant failed to provide a second meal period in violation of California law.

Although Ms. Valdez and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Valdez and other hourly, non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Ms. Valdez and other hourly, non-exempt employees were also not authorized and permitted to take all legally required and compliant rest periods due to Defendant's rest period policies and practices. Specifically, due to Defendant's practices of understaffing and the work demands imposed by Defendant, Defendant did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*.

On those occasions when Ms. Valdez and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Ms. Valdez and other hourly, non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

As a result of Defendant's failure to pay all minimum wages, overtime wages, as well as meal period premium wages and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Valdez and other hourly, non-exempt employees.

As a further result of Defendant's failure to pay all minimum and overtime wages and meal and rest period premium wages, Defendant failed to pay all wages owed to Ms. Valdez and other former hourly, non-exempt employees upon their termination of employment with Defendant.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"):

Overtime Violations

Defendant was required to pay their aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 4, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked. As explained above, during her employment with Defendant, Defendant would keep track of Ms. Valdez’s time worked and would unlawfully shave Ms. Valdez’s work time and/or round Ms. Valdez’s work time such that Ms. Valdez would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendant was not even-handed over time and would almost exclusively round and shave in Defendant’s favor such that Ms. Valdez was routinely unpaid for her time worked. This practice by Defendant resulted in Defendant not properly tracking the time worked by Ms. Valdez and the aggrieved employees, and also resulted in Defendant paying them less than they were owed for the work they performed, including failing to pay them for all required overtime wages.

Minimum Wage Violations

Defendant was required to pay their aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 4, § 4. The aggrieved employees were not paid for all hours worked due to Defendant’s timekeeping and compensation practices. As alleged above, As explained above, during her employment with Defendant, Defendant would keep track of Ms. Valdez’s time worked and would unlawfully shave Ms. Valdez’s work time and/or round Ms. Valdez’s work time such that Ms. Valdez would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendant was not even-handed over time and would almost exclusively round and shave in Defendant’s favor such that Ms. Valdez was routinely unpaid for her time worked. This practice by Defendant resulted in Defendant not properly tracking the time worked by Ms. Valdez and the aggrieved employees, and also resulted in Defendant paying them less than they were owed for the work they performed, including failing to pay them for all required minimum wages.

Meal Period Violations

As alleged above, Defendant failed to provide their aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As described above, Specifically, due to the work demands imposed by Defendant, Defendant often provided meal periods that were either late or short or failed to provide a required meal period altogether. Moreover, when Ms. Valdez worked shifts in excess of 10.0 hours, Defendant failed to provide a second meal period in violation of California law. As a result, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday

that the meal or rest or recovery period is not provided.”). Although the aggrieved employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit their aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. Specifically, due to Defendant’s practices of understaffing and the work demands imposed by Defendant, Defendant did not authorize and permit one rest period for every four hours worked, or major fraction thereof. As a result, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish their aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, total gross wages earned, total net wages earned, and meal and rest period premium wages, in violation of Labor Code § 226 *et seq.* Defendant’s failure to furnish their aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and unpaid meal period and premium wages, and deprived them of the information necessary to identify discrepancies in Defendant’s reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Ms. Valdez and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid minimum and overtime wages, and meal and rest period premium wages. Pursuant to Labor Code § 203, Defendant’s failure to pay all final wages due to their aggrieved employees was willful and, consequently, entitles the aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

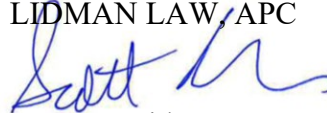
As an “aggrieved employee,” Ms. Valdez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Valdez’s own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Valdez and the aggrieved employees all overtime compensation earned;

- b) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Ms. Valdez and the aggrieved employees the statutory minimum wage for all hours worked;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Valdez and the aggrieved employees;
- d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Valdez and the aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Ms. Valdez and the aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendant violated Labor Code § 204 by failing to pay Ms. Valdez and the aggrieved employees all earned wages at least twice during each calendar month;
- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Valdez and the aggrieved employees; and
- h) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Valdez and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT 2

EXHIBIT 2

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made between CARMINA VALDEZ (“Plaintiff”), on behalf of herself and all others similarly situated (the “Putative Class”), on the one hand, and ADVANCED IMAGING CENTER, INC. (“Defendant”), on the other hand. Plaintiff and Defendant will at times be referred to collectively as the “Parties” and may individually be referred to as a “party.”

RECITALS

WHEREAS, Plaintiff contends she was employed by Defendant during the alleged “Class Period,” defined as between March 22, 2019 and the date the Court in the Action grants Preliminary Approval of this settlement;

WHEREAS, Plaintiff contends she was employed by Defendant during the alleged “PAGA Period,” defined as between March 22, 2022 and the date the Court in the Action grants Preliminary Approval of this settlement;

WHEREAS, on March 22, 2023, Plaintiff filed a Class Action Complaint in the Superior Court of California, County of Los Angeles, Case Number 23STCV06358, entitled *Carmina Valdez v. Advanced Imaging Center, Inc.* (the “Action”), asserting the following causes of action on a class action basis against Defendant: (1) Failure to Pay All Minimum Wages Owed, (2) Failure to Pay All Overtime Wages Owed, (3) Failure to Provide Meal Periods, (4) Failure to Authorize and Permit Rest Periods, (5) Failure to Provide Accurate, Itemized Wage Statements, (6) Failure to Timely Pay All Wages Upon Termination, and (7) Unfair Competition;

WHEREAS, also on March 22, 2023, Plaintiff sent the California Labor and Workforce Development Agency (“LWDA”) a letter advising of her intent to assert claims against Defendant under the California Private Attorneys’ General Act (the “Notice”);

WHEREAS, on June 1, 2023, Plaintiff filed a First Amended Class and Representative Complaint in the Action, containing the same class action claims as her original complaint, but also adding an additional claim for: (8) Violation of the California Private Attorneys General Act;

WHEREAS, despite the fact that Defendant denies the validity of Plaintiff’s claims in the Action and the Notice (the “Asserted Claims”), the Parties want to resolve and settle the dispute that has arisen between them;

WHEREAS, for purposes of settlement only, the Parties agree that certification of the class is appropriate and the requisites for establishing class certification are met;

WHEREAS, a settlement has been reached as to the Asserted Claims in the total gross amount of One Hundred and Eighty Thousand Dollars and Zero Cents (\$180,000.00);

NOW, THEREFORE, in consideration of the promises in this Agreement, the Parties agree as follows:

AGREEMENT

1. No Admission of Liability. It is understood and agreed by Plaintiff that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability by Released Parties. Plaintiff further agree that this Agreement cannot be used as evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or legal proceeding (other than to seek preliminary and final court approval of this Agreement, enforce the terms of this Agreement or as required by a valid court order). Defendant disclaims and denies any liability, obligation, or responsibility to Plaintiff whatsoever.

2. Gross Settlement Payment. In consideration for the releases as described in Paragraphs 3 and 4, and subject to court approval of this Agreement, Defendant agrees to pay a gross amount of One Hundred and Eighty Thousand Dollars and Zero Cents (\$180,000.00) or any increased amount required by Paragraph 2.k. (the "Settlement Sum") to Class Members (as defined in Paragraph 6 below) subject to the following terms and conditions:

a. The Parties agree that of the Settlement Sum, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be payable to Plaintiff as an enhancement award, in addition to any amount she may be entitled to under the distribution formula as identified in Paragraph 6, for her time, effort, expense, and risks associated with being the named representative, a broader general waiver of her rights, and participating in the Action as a class representative. This payment will be reported as 1099 income from which no deductions will be made. Defendant will not oppose Plaintiff's application for such an enhancement award so long as it is consistent with the amount described herein. This amount shall come from, and shall not be in addition to, the Settlement Sum. Plaintiff acknowledges her responsibility to pay any and all taxes related to the enhancement award, as set forth in Paragraph 2.f below. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

b. The Parties agree that up to Seven Thousand Two Hundred and Fifty Dollars and Zero Cents (\$7,250.00) of the Settlement Sum shall be used to pay the settlement administration fees of a third-party administrator. The costs of the Administrator shall be paid from, and shall not be in addition to, the Settlement Sum;

c. The Parties agree that up to Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Settlement Sum shall be allocated to Plaintiff's claims under the California Private Attorneys General Act ("PAGA") and will be distributed as required by that statute. Specifically, twenty-five percent (25%) of the \$10,000 PAGA allocation (i.e. \$2,500) will be distributed to the PAGA Members and seventy-five percent (75%) of the PAGA allocation (i.e. \$7,500) will be distributed to the LWDA. These amounts shall come from, and shall not be in addition to, the Settlement Sum. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

d. The Parties agree that up to one third (1/3) of the Settlement Sum (i.e. \$60,000.00 or any increased amount required by Paragraph 2.k.) will be allocated to the payment of the attorneys' fees incurred by Plaintiff in the Action. Defendant will not oppose any request

for attorneys' fees so long as it does not exceed this threshold. This amount shall come from, and shall not be in addition to, the Settlement Sum. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

e. Plaintiff shall also be entitled to reimbursement for all litigation costs she actually incurred in the Action, in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00). This amount shall come from, and shall not be in addition to, the Settlement Sum. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

f. The Parties agree that the employees' share of any payroll taxes associated with any payments made to the Class Members under this Agreement shall come from the Settlement Sum, and shall not be in addition to the Settlement Sum. Furthermore, Plaintiff and the Class Members shall be responsible for any and all tax obligations, other than the employer's share of any payroll taxes, that are associated with any payments they receive as part of the Settlement Sum;

g. The Parties agree that the employer's share of any payroll taxes associated with any payments made to the Class Members under this Agreement shall be paid by Defendant separately from the Settlement Sum, and shall not be deducted from the Settlement Sum.

h. There shall be a Net Settlement Sum that is distributed to the Class Members in accordance with the allocations set forth in Paragraph 6 below. The Net Settlement Sum shall consist of the Settlement Sum less the amounts identified in Paragraph 2.a. through 2.f., above (i.e. enhancement award, costs of administration, PAGA allocation, attorneys' fees, costs, and employees' share of payroll taxes). All Class Members that do not opt-out will receive a portion of the Net Settlement Sum on a pro rata basis based on the number of workweeks they worked during the Class Period. Specifically, the final settlement payments will be determined by the Administrator by taking the number of workweeks each individual Class Member worked during the Class Period and dividing that by the total number of workweeks the Class Members worked as a whole during the Class Period, and multiplying that fraction by the Net Settlement Sum;

i. The PAGA Members' share of the PAGA allocation shall be divided among them on a pro rata basis based on the number of pay periods they worked during the PAGA Period. Specifically, the amount each PAGA Member is entitled to receive will be determined by the Administrator by taking the number of pay periods each individual PAGA Member worked during the PAGA Period and dividing that by the total number of pay period the PAGA Members worked as a whole during the PAGA Period, and multiplying that fraction by the PAGA Members' share of the PAGA allocation; and

j. Within thirty (30) calendar days after the Court grants Final Approval of this Agreement, Defendant shall deposit the Settlement Sum (\$180,000.00 or the amount increase due to the escalator clause, section 2.k) and the employer's share of any payroll taxes into a QSF account established by the Administrator. For purposes of counting the deadline established by this section, court approval may be by way of minute order, order from the bench,

or by signed final approval order, whichever is earlier. Within seven (7) calendar days after the Court grants final approval of this Agreement, the Administrator shall provide Defendant with written notice of the total monies Defendant must deposit.

k. Escalator Clause: Based on a review of its records to date, Defendant represents there are an estimated 11,657 workweeks during the Class Period. If the actual number of workweeks during the Class Period is more than 10% greater than this figure (i.e., if there are 12,823 or more workweeks worked by the Class Members), Defendant shall have the option of either: (a) increasing the MSA pro rata for every additional workweek worked by the Class Members above that 10% threshold or (b) ending the Class Period on the date that the number of workweeks worked by the Class Members equals that threshold, in which case no adjustment to the MSA shall be made. Defendant shall inform Plaintiff of its election within 7 days of being provided with the Administrator's final workweeks calculation for the Class Members.

3. Release. In exchange for the mutual promises and consideration set forth in this Agreement, the sufficiency of which is hereby acknowledged by the Parties, a release of liability is understood and agreed to as follows:

a. "Released Parties" as referenced herein and as released in the Agreement shall collectively mean Defendant and each of Defendant's past, present and future parent companies, subsidiaries, affiliates, principals, and any other person, corporation, association or partnership responsible or potentially responsible for any claims made or that could have been made in the Action, and the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, and successors and assigns of any of the foregoing.

b. Plaintiff Carmina Valdez, on behalf of herself and her heirs, successors, assigns, attorneys and agents, hereby releases and forever discharge the Released Parties from any and all claims, demands, debts, duties, obligations, promises, liabilities, damages, accounts, payments, liens acts, costs, expenses, sums of money, suits, dues, actions or causes of action, both in law and in equity, whether known or unknown, matured or unmatured, suspected or unsuspected, which she ever had, now have, or may have in the future with regard to any claims made, or which could have been made, in the Action including, but not limited to, any claims for failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay straight time wages, failure to pay meal period wages, failure to pay rest period wages, failure to provide rest breaks, failure to provide meal periods, failure to provide accurate wage statements, failure to pay wages upon separation, failure to pay vacation wages upon separation, unfair competition, violations of the California Private Attorneys General Act, violations of the California Industrial Welfare Commission's ("IWC's") Wage Orders, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 246, et seq., 351, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2698, et seq., 2699, 2800, 2802, California Business and Professions Code §§ 17200, et seq., and all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto.

c. As a condition of participating in this settlement, any Class Members who fail to timely submit a request to be excluded from the proposed settlement hereby release and forever discharge the Released Parties from any and all class action claims made, or which could

have been made, based on the facts alleged in the Action that arose during the Class Period defined above with respect to the following claims: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; (f) failure to timely pay wages upon separation of employment; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action, or legal theories described above, including all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto. This release shall not extend to any claims outside of the Class Period.

d. As a condition of participating in this settlement, all PAGA Members hereby release and forever discharge the Released Parties from any and all claims under PAGA made, or which could have been made, based on the facts that were alleged in the Notice, including all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto. This release shall not extend to any claims outside of the PAGA Period. The PAGA Members shall not have the right to opt-out of this release.

4. California Civil Code Section 1542. Plaintiff hereby agrees to waive all rights that she might possess under Section 1542 of the Civil Code of the State of California related to any claims she may have against any of the Released Parties. Section 1542 has been explained to Plaintiff by her counsel and provides as follows:

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 lift DEBTOR OR RELEASED PARTY.

5. Motion for Preliminary Approval of Class Action Settlement. Within seven (7) days after this Settlement Agreement is fully executed by the Parties, Defendant will provide the Administrator with all information needed to determine whether the escalator clause is likely to be triggered, so that Plaintiff and Plaintiff's counsel can advise the Court accordingly in their motion for preliminary approval. Thereafter, Plaintiff and Plaintiff's counsel shall file a motion seeking preliminary approval of this Agreement within fourteen (14) days after this Settlement Agreement is fully executed by the Parties. Defendant agrees to cooperate with Plaintiff in these efforts so that the motion seeking preliminary approval is filed in a timely manner, including without limitation working to determine whether or not the escalator clause is likely to be triggered.

6. Administrator and Distribution Method. The Parties agree that Plaintiff's counsel and Defendant's counsel will select the Administrator to process and distribute the Settlement Sum in accordance with the Agreement. The Parties will agree upon an Administrator as soon as reasonably possible after this Agreement is executed by the Parties and prior to Plaintiff's counsel filing a motion seeking preliminary approval of this Agreement. In addition, subject to

court approval, the timelines and methods for the administration of this Agreement shall be as follows:

a. For purposes of this Agreement, “Class Members” are defined as: “all current and former non-exempt employees of Defendant in California between March 22, 2019 and the date the Court in the Action grants Preliminary Approval of this settlement.”

b. For purposes of this Agreement, “PAGA Members” are defined as: “all current and former non-exempt employees of Defendant in California between March 22, 2022 and the date the Court in the Action grants Preliminary Approval of this settlement.”

c. All Class Members that do not submit a valid request for exclusion will receive a portion of the Net Settlement Sum on a pro rata basis based on a reasonable estimate of the total number of workweeks worked by all members of the Settlement Class during the applicable period. The Administrator shall mail and distribute to all Class Members a notice of this settlement, in English and Spanish, informing them of the basic information regarding its terms, how to submit objections, how to exclude themselves from this proposed settlement, their estimated shares of the Net Settlement, how to dispute the allocated number of workweeks, and the date for a final fairness hearing (the “Class Notice,” in a form substantially similar to that attached hereto as Exhibit A). The estimated share of the Net Settlement Sum for each individual within the class definition will be determined as follows: 1) A Total Value Per Workweek will be derived by dividing the Net Settlement Sum by the total number of weeks that all Class Members worked within the class period (i.e. any week in which a class member worked at least 1 day); and 2) each Class Member will have their respective number of workweeks multiplied by the Total Value Per Workweek to derive their respective share of the Net Settlement Sum. Any monies allocated to individuals within the class definition who do not participate in this settlement because they opt out will be redistributed to Class Members pro-rata. The redistribution will take place by eliminating the non-participating class members’ workweeks from the total workweeks used to calculate the Total Value per Workweek. The Total Value per Workweek will then be recalculated and applied to Class Members’ workweeks to determine their respective share of the Net Settlement Sum.

d. Ninety percent (90%) of the payment of the Net Settlement Sum to eligible Class Members will consist of 1099 income representing payment for statutory penalties and interest, and ten percent (10%) of the payment of the Net Settlement Sum to eligible Class Members will consist of W-2 income representing payment for wages.

f. Within seven (7) calendar days after the date that the Court grants preliminary approval of this Agreement, Defendant shall provide the Administrator with all information needed to identify and locate the Class Members and PAGA Members, process payments, and process claims for payments. This information may include, but may not be limited to, the Class Members’ names, dates of employment, last known addresses, last known phone numbers, social security numbers, and any other information required to effectuate the Agreement.

g. The class list and any other data provided by Defendant to the Administrator shall be treated as confidential, and shall not be subject to disclosure by the

Administrator, except that: (a) relevant information may be provided to Class Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from either a Class Member or a third-party; (b) to allow Defendant's counsel and Plaintiff's counsel to confirm that the calculation of a particular Class Member's estimated share of the settlement is accurate; and (c) as is otherwise necessary for the Administrator to perform its obligations described in this Agreement. Furthermore, the Administrator (and Plaintiff's counsel, if appropriate) shall use commercially reasonable efforts to secure the data provided by Defendant at all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as permitted by this Agreement, and shall destroy the data and all copies of it in a complete and secure manner when it is no longer required for purposes of this Agreement. The Administrator shall ensure that the Notice and any other communications to Class Members shall not include any Class Member's social security number, except for the last four digits.

h. Within fourteen (14) calendar days from the date the Court preliminarily approves this Agreement, the Administrator will provide the Parties with a spreadsheet showing the Administrator's calculations for anticipated payments to Class Members, the allocation of workweeks to Class Members, and any payroll taxes to be paid by Defendant. Also within fourteen (14) calendar days from the date the Court preliminarily approves this Agreement, the Administrator will provide the Parties with a spreadsheet showing the Administrator's calculations for payments to the PAGA Members and the allocation of pay periods to Class Members. The Administrator may redact any identifying information and instead use an employee number to differentiate (except as to the named Plaintiff to the Action) in order to protect Class Members' confidential information. This will allow Plaintiff and Defendant the opportunity to review the Administrator's calculations, and the Administrator will confirm receipt and approval of the spreadsheet by the Parties prior to disbursing the class notices, as noted below.

i. Within twenty-one (21) calendar days from the date the Court preliminarily approves this Agreement, the Administrator will perform an NCOA check to determine the Class Members' current addresses using the information provided by Defendant, and will mail the court approved notices to the Class Members at those updated addresses. Thereafter, the Class Members will have forty-five (45) days from that mailing date to contest the number of workweeks allocated to them, request to opt out of the class action portion of the settlement, or object to the proposed settlement. Any responses not postmarked by the response deadline shall be deemed invalid. If a notice is returned as undeliverable or advises that the Class Member is no longer at the listed address, within three (3) business days of being so informed, the Administrator shall perform a skip-trace on that Class Member and shall re-mail the notice to the new address found as the result of the skip-trace. Individuals who have notices re-mailed to them shall have their deadline to contest the number of workweeks allocated to them, request to opt out of the class action portion of the settlement, or object to the proposed settlement extended by fourteen (14) calendar days.

j. The Administrator will have the final decision on any disputes that arise regarding the Class Members' information (e.g. the number of workweeks attributable to each Class Member). However, any dispute regarding the validity of any Class Member's response to the notice (e.g. a potentially late, incomplete, or unclear response) shall be resolved by the mutual agreement of the Parties. The Administrator shall provide weekly reports to the Parties

regarding the status of the administration process, including the number of opt-outs, objections, and disputes received. Unless otherwise determined by the Court, the Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

k. Within seven (7) calendar days after the last day for any Class Members to object to the proposed settlement, dispute their information, or request to be excluded from the class action portion of the settlement, the Administrator shall provide the Parties with a signed declaration summarizing the details of the administration process, the number of objections received, the number of opt-out requests received, the number of disputes submitted, and the final status of all such items.

l. After the Court grants final approval and within seven (7) calendar days after the Administrator receives payment of the Settlement Sum, the Administrator shall provide the Parties the final calculations of all settlement payments to all Class Members who did not opt-out of the settlement (the "Participating Class Members") and all PAGA Members. The Administrator shall redact any identifying information and instead assign an employee value, except leaving the identifying information for the named Plaintiff, such that the Parties can review and approve the final distribution amounts to the Participating Class Members and the PAGA Members. Within seven (7) calendar days after the final calculations are distributed by the Administrator, only upon approval by the Parties of the final distribution amounts, the Administrator will mail to Participating Class Members their pro-rata share of the Net Settlement Sum. Class Members shall have one hundred and eighty (180) days to cash their respective settlement checks under this Agreement. Any checks not negotiated within the one hundred and eighty (180) days will be voided and will not be reissued. Also within seven (7) calendar days after the Administrator distributes final calculations and obtains the Parties' approval thereof, the Administrator shall distribute the awarded attorneys' fees and costs, the representative enhancement award, the final distribution amounts to PAGA Members, the payment to the LWDA, and the payment for the costs of Administration.

m. Within one hundred ninety (190) calendar days after the Administrator mails Participating Class Members their pro-rata share of the Net Settlement Sum, any unclaimed funds, including funds from uncashed settlement checks will be paid out in accordance with California Code of Civil Procedure section 384(b) to the State of California Unclaimed Property Division as the *cy pres* beneficiary. No amount of the Settlement Sum will revert to Defendant for any reason.

n. Within ten (10) calendar days after the Administrator distributes the unclaimed funds in accordance with Paragraph 6.l., the Administrator shall provide the Parties with a declaration outlining the settlement administration process and completion of payments to those specified in Paragraph 6.l.

o. The Parties agree the Class Members' contact information and social security numbers will be used only by the Administrator for the sole purpose of effectuating the Agreement.

7. Class Counsel. The Parties agree to the designation of Scott M. Lidman and Milan Moore of Lidman Law and Paul K. Haines of Haines Law Group, APC as class counsel for purposes of the Settlement Class.

8. Class Representative. The Parties agree to the designation of Plaintiff Carmina Valdez as the class representative for purposes of the Settlement Class.

9. Attorneys' Fees and Costs. Except as otherwise set forth in this Agreement, the Parties agree that each shall bear their own respective attorneys' fees and costs incurred in this Action, with the exception of any, dispute regarding the payment of the Settlement Sum. In the case of a dispute regarding the payment of the Settlement Sum, the prevailing party shall be entitled to recover their attorneys' fees and costs.

10. Enforcement. This Agreement is made and is enforceable in accordance with the provisions of California Code of Civil Procedure section 664.6 and that Parties agree that the Court shall retain jurisdiction for that purpose to effectuate the terms of this Agreement and after entry of judgment in this Action. This Agreement shall be admissible in any proceeding for its enforcement in accordance with sections 1118 and 1123 of the California Evidence Code.

11. Opt-Out Contingency. If more than 10% of the putative Class Members make valid requests to opt out of the class settlement, Defendant may, in its sole discretion, choose to reject or accept, and be bound by, this Agreement. Defendant shall have five (5) calendar days from the date the Administrator indicates the number of Class Members who opted out to inform Plaintiff's counsel in writing of its decision to exercise this opt-out option. However, Defendant agrees to pay the cost of the Administrator incurred in administering the settlement up to the date Defendant chooses to exercise this opt-out option.

12. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart, when executed, shall have the efficacy of an original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any said purpose.

13. Confidentiality. Plaintiff represents and agrees that she has not and will not issue any press release, publication, or otherwise disclose this Agreement to the press, media, websites, or any service which reports verdicts and settlements. Plaintiff further agrees not to, at any time or in any manner, talk about, write about, disclose, or otherwise publicize or cause to be publicized the confidential, proprietary, or trade secret information of the Released Parties.

14. Attorney Liens. Plaintiff represents and warrants that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Plaintiff in relation to the Action are Plaintiff's responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by the incurring party. Plaintiff will indemnify, defend and hold Released Parties harmless from any such claims.

15. No Pending Matters. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

16. Entire Agreement. This Agreement sets forth the entire understanding between the Parties and supersedes any and all prior agreements, oral or written, pertaining to the Notice, Action, and the Asserted Claims. This Agreement may not be modified or amended except in writing, signed by all Parties. Each party acknowledges that there is no representation, inducement, promise, or agreement which has been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

17. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or Final Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary or Final Approval or conditions Preliminary or Final Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

18. Conditional Nature. This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Notice, Action, and the Asserted Claims. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and the associated settlement on a conditional basis. If the Court does not enter an order granting final approval of the Agreement, resulting in the dismissal of the entire Action, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

Dated: Aug 13, 2024


Carmina J Valdez (Aug 13, 2024 13:15 PDT)
Carmina Valdez

Dated:

Advanced Imaging Center, Inc.

By: _____

Its: _____

16. Entire Agreement. This Agreement sets forth the entire understanding between the Parties and supersedes any and all prior agreements, oral or written, pertaining to the Notice, Action, and the Asserted Claims. This Agreement may not be modified or amended except in writing, signed by all Parties. Each party acknowledges that there is no representation, inducement, promise, or agreement which has been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

17. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or Final Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary or Final Approval or conditions Preliminary or Final Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

18. Conditional Nature. This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Notice, Action, and the Asserted Claims. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and the associated settlement on a conditional basis. If the Court does not enter an order granting final approval of the Agreement, resulting in the dismissal of the entire Action, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

Dated:

Carmina Valdez

Dated: 8/30/2024

DocuSigned by:

Ray Hashemi

Advanced Imaging Center, Inc.

By: Dr. Ray Hashemi

Its: CEO

EXHIBIT A

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

CARMINA VALDEZ, as an individual and on behalf of all
others similarly situated,

Plaintiff,

vs.

ADVANCED IMAGING CENTER, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23STCV06358

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All current and former non-exempt employees of Advanced Imaging Center, Inc. in California between March 22, 2019 and [PRELIMINARY APPROVAL DATE] (the “Class Members”)

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS

A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above, pending in Los Angeles County Superior Court (the “Court”), titled *Carmina Valdez v. Advanced Imaging Center, Inc.*, Case No. 23STCV06358 (the “Action”). If the Court gives final approval to the Settlement, Defendant Advanced Imaging Center, Inc. (“Defendant”) will provide each Class Member with a payment calculated, in part, based on the number of weeks worked by each Class Member as set forth in this notice.

Here is a summary of your rights and options, which are described in more detail later in this document. If you have any questions, please contact the Settlement Administrator, [ADMINISTRATOR CONTACT INFORMATION].

1. GENERAL INFORMATION

The Los Angeles Superior Court has preliminarily approved a settlement of the class action claims asserted by Plaintiff Carmina Valdez (“Plaintiff”) in the Action. If you worked as a non-exempt employee of Advanced Imaging Center, Inc. in California between March 22, 2019 and [PRELIMINARY APPROVAL DATE], you are eligible to receive payment from the Settlement (“Settlement Class Member”).

If you worked as a non-exempt employee of Advanced Imaging Center, Inc. in California between March 22, 2022 and [PRELIMINARY APPROVAL DATE], you are a PAGA Member.

2. YOUR ESTIMATED PAYMENT INFORMATION

According to Defendant’s payroll records, you are a Settlement Class Member who worked approximately _____ Workweeks as an employee in California during the Class Period. Only weeks worked by you during the Class Period as a non-exempt employee of Defendant may be considered compensable Workweeks under the Settlement. The Class Period is March 22, 2019 through [PRELIMINARY APPROVAL DATE]. Additionally, you worked approximately _____ pay periods during the PAGA Period. The PAGA Period is March 22, 2022 through [PRELIMINARY APPROVAL DATE]. Based on information currently available, we estimate your total share of the Settlement will be approximately \$ _____. This is only an estimate. The amount you ultimately receive as part of the Settlement may increase or decrease in accordance with the terms of the Settlement and the Court’s orders.

Defendant respects your right to participate in this Settlement and will take no adverse action against you should you accept payment under the Settlement

3. BACKGROUND INFORMATION

You received this Notice because a Settlement has been reached in this Action. According to Defendant's available records you are a member of the settlement class and may be eligible for the relief below.

In the Action, Plaintiff Carmina Valdez ("Plaintiff") alleged that Defendant failed to pay all required minimum wages, failed to pay all required overtime wages, failure to provide all required meal periods, failed to provide all required rest breaks, failed to provide accurate wage statements, failed to pay all required wages at separation, and performed acts of unfair competition towards the Class Members, and is therefor subject to damages under the California Labor Code.

Defendant denies Plaintiff's allegations in their entirety and contends that it paid all required minimum wages, paid all required overtime wages, provided all required meal periods, provided all required rest breaks, provided accurate wage statements, paid all required wages at separation, and did not perform any acts of unfair competition. Defendant contends that its affirmative defenses in the Action may prevent or limit Plaintiff's class claims.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of Plaintiff's claims in the Action.

4. WHAT IS A CLASS ACTION?

In a class action lawsuit, a "Representative Plaintiff" (here, Carmina Valdez) sues on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The person and/or company sued (here, Advanced Imaging Center, Inc.), is called the Defendant.

5. WHY IS THERE A SETTLEMENT?

In the Action, while Plaintiff has made claims against Defendant, Defendant denies that it has done anything wrong or illegal. Importantly, the Court has not decided whether Plaintiff or Defendant should win in the Action. Instead, both sides agreed to a Settlement. That way, both sides avoid the cost of a trial, and the Class Members will receive payment now, rather than years from now, if at all.

6. WHO ARE THE CLASS MEMBERS?

The Court has decided that everyone who fits the following description is a Class Member for purposes of the proposed Settlement: "all current and former non-exempt employees of Advanced Imaging Center, Inc. in California between March 22, 2019 and [PRELIMINARY APPROVAL DATE]." If you are still not sure whether you are included, you can contact the Settlement Administrator for help. The contact information for the Settlement Administrator is [ADMINISTRATOR CONTACT INFORMATION].

7. WHAT DO THE CLASS MEMBERS RECEIVE UNDER THE SETTLEMENT?

Defendant has agreed to fund a settlement with a maximum value of \$180,000. This settlement amount will be used to pay the claims of the Class Members, and the following amounts requested by Plaintiff, subject to Court approval: the cost of providing notice to the Class and administering the Settlement (up to \$7,250.00); the payment to the Labor and Workforce Development Agency for penalties under the Private Attorneys General Act (\$10,000); to pay any awards by the Court for attorneys' fees (up to \$60,000.00) and costs (up to \$20,000) to Plaintiff's counsel; and any enhancement award the Court awards to the Representative Plaintiff (up to \$7,500). The estimated Net Settlement Amount to be used to pay the claims of Class Members is approximately \$_____.

Your estimated Settlement Payment is stated on the Workweek Dispute Form included with this Notice. Your estimated payment was calculated using Defendant's payroll and employee records. Individual Settlement Payments will be calculated and apportioned as follows:

- (a) The "Net Settlement Amount" shall be calculated by subtracting the payments to Class Counsel, the Representative Plaintiff, the Settlement Administrator, and payment of \$10,000 to the California Labor and Workforce Development Agency for penalties under PAGA, from the Maximum Settlement Amount.
- (b) The Net Settlement Amount will be divided up and paid to Participating Class Members on a pro-rata basis based on each Participating Class Member's total number of "Individual Workweeks" divided by the aggregate Individual Workweeks of all Participating Class Members according to the following formula:
 1. A Total Value Per Workweek will be derived by dividing the Net Settlement Sum by the total number of weeks that all Class Members worked within the Class Period (*i.e.* any week in which a class member worked at least one (1) day).
 2. Each Settlement Class Member will have their respective number of workweeks multiplied by the Total Value Per Workweek to derive their respective "Individual Settlement Payment" Amount.
- (c) For tax purposes, ten percent (10%) of each Participating Class Member's Individual Settlement Payment shall be treated as wages and will be subject to withholdings, and ninety percent (90%) will be treated as penalties and will not be subject to withholdings. Class Members' Individual Settlement Payments shall be reported on an IRS Form W-2 and 1099 respectively.

8. HOW DO I PARTICIPATE IN THE SETTLEMENT?

If you wish to remain a Class Member and obtain any share of the Settlement to which you may be entitled, then you do not have to do anything and you will automatically receive a settlement payment in the mail if the Court approves the proposed Settlement. You are not required to go to court or pay anything to the lawyers in this case. The Settlement Payment you will receive will be a full and final settlement of your Released Claims described below.

9. WHEN WILL I GET A PAYMENT?

As described in Section 17 below, the Court will hold a hearing on [FINAL APPROVAL HEARING DATE] to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. *Please be patient.*

The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the California Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

To ensure that you receive your check, you should immediately notify the Administrator if the address this Notice was sent to is not your current mailing address.

10. WHAT IF I DISAGREE WITH DEFENDANT'S CALCULATION OF MY WORKWEEKS?

If you believe that the number of workweeks with which you have been credited is incorrect, you may produce evidence to the Settlement Administrator by [RESPONSE DEADLINE] showing that such information is inaccurate. The Settlement Administrator shall then decide the dispute between your calculation and that of Defendant. Defendant's records will be presumed to be correct, but the Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the merits of the dispute. You can submit the Dispute Form by mail to the Settlement Administrator at: [ADMINISTRATOR ADDRESS]. Alternatively, you may submit the Dispute Form to the Settlement Administrator via facsimile at [ADMINISTRATOR FAX] or e-mail at: [ADMINISTRATOR EMAIL].

11. WHO ARE THE LAWYERS FOR THE CLASS MEMBERS?

The Court has preliminarily approved Lidman Law, APC and Haines Law Group, APC (collectively, “Class Counsel”) to represent the interests of all Class Members. You will not be separately charged for these lawyers. If you have a question about the settlement, you may contact Class Counsel by writing to them at Scott M. Lidman, Esq., Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, CA 90245; by emailing them at slidman@lidmanlaw.com, or by calling them at (424) 322-4772; or by writing to them at Paul K. Haines, Esq., Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, CA 90245; by emailing them at phaines@haineslawgroup.com, or by calling them at (424) 292-2350.

Alternatively, if you want to be represented by your own lawyer, you may hire one at your own expense.

12. HOW WILL THE LAWYERS BE PAID?

Defendant has agreed to pay Class Counsel’s costs and attorney’s fees up to \$60,000 and costs of up to \$20,000 for their services in litigating the Action, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs.

13. WILL THE REPRESENTATIVE PLAINTIFF RECEIVE ANY COMPENSATION?

In addition to any compensation the Representative Plaintiff will be entitled to receive as a Class Member, the Representative Plaintiff will request an additional enhancement award of up to \$7,500 for her services as class representative and her efforts in bringing and maintaining this action. The Court will make the final decision as to the amount to be paid to the Representative Plaintiff.

14. RELEASE OF CLAIMS

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Defendant. Specifically, you will release the Released Parties from any and all class action claims made, or which could have been made based on the facts alleged, in the Action, that arose during the Class Period defined above with respect to the following claims: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; (f) failure to timely pay wages upon separation of employment; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action, or legal theories described above, including all claims for costs, attorney’s fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto. This release shall not extend to any claims outside of the Class Period.

The Released Parties include Defendant and each of Defendant’s past, present and future parent companies, subsidiaries, affiliates, principals, and any other person, corporation, association or partnership responsible or potentially responsible for any claims made or that could have been made in the Action, and the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, and successors and assigns of any of the foregoing.

As a condition of participating in this settlement, all PAGA Members hereby release and forever discharge the Released Parties from any and all claims under PAGA made, or which could have been made, based on the facts that were alleged in the Notice, including all claims for costs, attorney’s fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto. This release shall not extend to any claims outside of the PAGA Period. The PAGA Members shall not have the right to opt-out of this release.

15. HOW TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT

You may exclude yourself from the Class Settlement (i.e. “opt out”). If you want to be excluded, you must send a written request to the Administrator or other delivery service to the Settlement Administrator that states: (a) the case name and number of the Action, *Carmina Valdez v. Advanced Imaging Center, Inc.*, Los Angeles Superior Court

Case No. 23STCV06358; (b) your full name, address, and email address or telephone number; and (c) a statement that you have received notice of the Settlement and have decided that you do not wish to participate in the Settlement. The written request must be sent to the Administrator at: [ADMINISTRATOR CONTACT INFORMATION] by no later than [RESPONSE DEADLINE].

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be eligible to share in the Class Settlement, you will not be bound by the judgment entered in the Action on Plaintiff's class action claims, and you will not be precluded from timely prosecuting any individual claim against Defendant based on the conduct complained of in the Class Action.

You cannot opt-out of the PAGA portion of the Settlement. Settlement Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

16. HOW TO OBJECT TO THE SETTLEMENT

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before the Court grants final approval. Objecting is telling the Court that you don't like something about the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement.

You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

You may object to the Settlement in writing. If you filed a timely objection, you may also appear at the Final Approval Hearing. To be valid, any objection must: (a) state the case name and number of the Action, *Carmina Valdez v. Advanced Imaging Center, Inc.*, Los Angeles Superior Court Case No. 23STCV06358; (b) state your full name, address, telephone number, and dates of employment with Defendant; (c) state your objection to the settlement and the legal and/or factual arguments supporting the objection; (d) be filed with the United States District Court for the Eastern District of Virginia on or before [OBJECTION DEADLINE]; and (e) copies of the objection must be served on the Settlement Administrator, Class Counsel, and Defendant's counsel via U.S. Mail by [OBJECTION DEADLINE].

You may, but need not, submit your objection through counsel of your choice. If you make your objection through counsel of your choice, you will be responsible for your attorneys' fees and costs.

If you make an objection and the Court disagrees with your objection and grants final approval of the Settlement, you will have released all Released Claims against Released Parties as described above and will receive your Individual Settlement Payment.

Additionally, a Participating Class Member can appear at (or personally retain a lawyer to appear at) the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

17. WHAT/WHERE/WHEN IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement, meaning that it has concluded that there is sufficient evidence to suggest that the Agreement is fair, reasonable, and adequate. Notwithstanding that fact, the Court will make a final determination of these issues at a Final Approval Hearing.

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On [FINAL APPROVAL DATE] a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any arguments concerning the proposed Settlement's fairness from any Class Members who have filed timely objections. The hearing will take place before the Honorable Stuart M. Rice in Department SSC-1 of the Spring Street Courthouse of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.

The hearing may be postponed to a different date, time or location without notice. You may check the Administrator's website beforehand or contact Class Counsel if you wish to verify the date and time of the Final Approval Hearing. It is not necessary for you to appear at this hearing unless you want to object to the settlement.

18. WHERE CAN I GET MORE INFORMATION ABOUT THE SETTLEMENT?

To obtain more information about the Settlement, you can contact the Settlement Administrator at [ADMINISTRATOR CONTACT INFORMATION] or visit the Los Angeles Superior Court Clerk's Office during regular business hours. Note that it is your responsibility to inform the Settlement Administrator of your updated information.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE CLASS LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

EXHIBIT 3

EXHIBIT 3

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made between CARMINA VALDEZ (“Plaintiff”), on behalf of herself and all others similarly situated (the “Putative Class”), on the one hand, and ADVANCED IMAGING CENTER, INC. (“Defendant”), on the other hand. Plaintiff and Defendant will at times be referred to collectively as the “Parties” and may individually be referred to as a “party.”

RECITALS

WHEREAS, Plaintiff contends she was employed by Defendant during the alleged “Class Period,” defined as between March 22, 2019 and the date the Court in the Action grants Preliminary Approval of this settlement;

WHEREAS, Plaintiff contends she was employed by Defendant during the alleged “PAGA Period,” defined as between March 22, 2022 and the date the Court in the Action grants Preliminary Approval of this settlement;

WHEREAS, on March 22, 2023, Plaintiff filed a Class Action Complaint in the Superior Court of California, County of Los Angeles, Case Number 23STCV06358, entitled *Carmina Valdez v. Advanced Imaging Center, Inc.* (the “Action”), asserting the following causes of action on a class action basis against Defendant: (1) Failure to Pay All Minimum Wages Owed, (2) Failure to Pay All Overtime Wages Owed, (3) Failure to Provide Meal Periods, (4) Failure to Authorize and Permit Rest Periods, (5) Failure to Provide Accurate, Itemized Wage Statements, (6) Failure to Timely Pay All Wages Upon Termination, and (7) Unfair Competition;

WHEREAS, also on March 22, 2023, Plaintiff sent the California Labor and Workforce Development Agency (“LWDA”) a letter advising of her intent to assert claims against Defendant under the California Private Attorneys’ General Act (the “Notice”);

WHEREAS, on June 1, 2023, Plaintiff filed a First Amended Class and Representative Complaint in the Action, containing the same class action claims as her original complaint, but also adding an additional claim for: (8) Violation of the California Private Attorneys General Act;

WHEREAS, despite the fact that Defendant denies the validity of Plaintiff’s claims in the Action and the Notice (the “Asserted Claims”), the Parties want to resolve and settle the dispute that has arisen between them;

WHEREAS, for purposes of settlement only, the Parties agree that certification of the class is appropriate and the requisites for establishing class certification are met;

WHEREAS, a settlement has been reached as to the Asserted Claims in the total gross amount of One Hundred and Eighty Thousand Dollars and Zero Cents (\$180,000.00);

NOW, THEREFORE, in consideration of the promises in this Agreement, the Parties agree as follows:

AGREEMENT

1. No Admission of Liability. It is understood and agreed by Plaintiff that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability by Released Parties. Plaintiff further agree that this Agreement cannot be used as evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or legal proceeding (other than to seek preliminary and final court approval of this Agreement, enforce the terms of this Agreement or as required by a valid court order). Defendant disclaims and denies any liability, obligation, or responsibility to Plaintiff whatsoever.

2. Gross Settlement Payment. In consideration for the releases as described in Paragraphs 3 and 4, and subject to court approval of this Agreement, Defendant agrees to pay a gross amount of One Hundred and Eighty Thousand Dollars and Zero Cents (\$180,000.00 or the increased amount due to the escalator clause triggered in section 2.k) (the "Settlement Sum") to Class Members (as defined in Paragraph 6 below) subject to the following terms and conditions:

a. The Parties agree that of the Settlement Sum, Five-Seven Thousand Five Hundred Dollars and Zero Cents (~~\$5,000~~7,500.00) will be payable to Plaintiff as an enhancement award, in addition to any amount she may be entitled to under the distribution formula as identified in Paragraph 6, for her time, effort, expense, and risks associated with being the named representative, a broader general waiver of her rights, and participating in the Action as a class representative. This payment will be reported as 1099 income from which no deductions will be made. Defendant will not oppose Plaintiff's application for such an enhancement award so long as it is consistent with the amount described herein. This amount shall come from, and shall not be in addition to, the Settlement Sum. Plaintiff acknowledges her responsibility to pay any and all taxes related to the enhancement award, as set forth in Paragraph 2.f below. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

b. The Parties agree that up to Twenty-Seven Thousand Two Hundred and Fifty Dollars and Zero Cents (~~\$20,000.00~~7,250.00) of the Settlement Sum shall be used to pay the settlement administration fees of a third-party administrator. The costs of the Administrator shall be paid from, and shall not be in addition to, the Settlement Sum;

c. The Parties agree that up to Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Settlement Sum shall be allocated to Plaintiff's claims under the California Private Attorneys General Act ("PAGA") and will be distributed as required by that statute. Specifically, twenty-five percent (25%) of the \$10,000 PAGA allocation (i.e. \$2,500) will be distributed to the PAGA Members and seventy-five percent (75%) of the PAGA allocation (i.e. \$7,500) will be distributed to the LWDA. These amounts shall come from, and shall not be in addition to, the Settlement Sum. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

d. The Parties agree that up to one third (1/3) of the Settlement Sum (i.e. \$60,000.00 or the increased amount due to the triggering of the escalator clause in section 2.k) will be allocated to the payment of the attorneys' fees incurred by Plaintiff in the Action.

Defendant will not oppose any request for attorneys' fees ~~so long as it does not exceed this threshold~~. This amount shall come from, and shall not be in addition to, the Settlement Sum. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

e. Plaintiff shall also be entitled to reimbursement for all litigation costs she actually incurred in the Action, in an amount not to exceed ~~Ten-Twenty Thousand Dollars and Zero Cents (\$240,000.00)~~. This amount shall come from, and shall not be in addition to, the Settlement Sum. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

f. The Parties agree that the employees' share of any payroll taxes associated with any payments made to the Class Members under this Agreement shall come from the Settlement Sum, and shall not be in addition to the Settlement Sum. Furthermore, Plaintiff and the Class Members shall be responsible for any and all tax obligations, other than the employer's share of any payroll taxes, that are associated with any payments they receive as part of the Settlement Sum;

g. The Parties agree that the employer's share of any payroll taxes associated with any payments made to the Class Members under this Agreement shall be paid by Defendant separately from the Settlement Sum, and shall not be deducted from the Settlement Sum.

h. There shall be a Net Settlement Sum that is distributed to the Class Members in accordance with the allocations set forth in Paragraph 6 below. The Net Settlement Sum shall consist of the Settlement Sum less the amounts identified in Paragraph 2.a. through 2.f., above (i.e. enhancement award, costs of administration, PAGA allocation, attorneys' fees, ~~and costs, and employees' share of payroll taxes~~). All Class Members that do not opt-out will receive a portion of the Net Settlement Sum on a pro rata basis based on the number of workweeks they worked during the Class Period. Specifically, the final settlement payments will be determined by the Administrator by taking the number of workweeks each individual Class Member worked during the Class Period and dividing that by the total number of workweeks the Class Members worked as a whole during the Class Period, and multiplying that fraction by the Net Settlement Sum;

i. The PAGA Members' share of the PAGA allocation shall be divided among them on a pro rata basis based on the number of pay periods they worked during the PAGA Period. Specifically, the amount each PAGA Member is entitled to receive will be determined by the Administrator by taking the number of pay periods each individual PAGA Member worked during the PAGA Period and dividing that by the total number of pay period the PAGA Members worked as a whole during the PAGA Period, and multiplying that fraction by the PAGA Members' share of the PAGA allocation; and

j. Within thirty (30) calendar days after the Court grants Final Approval of this Agreement, Defendant shall deposit the Settlement Sum (\$180,000.00 or the amount increase due to the escalator clause, section 2.k) and the employer's share of any payroll taxes into a QSF account established by the Administrator. For purposes of counting the deadline established by this section, court approval may be by way of minute order, order from the bench,

or by signed final approval order, whichever is earlier. Within seven (7) calendar days after the Court grants final approval of this Agreement, the Administrator shall provide Defendant with written notice of the total monies Defendant must deposit.

k. Escalator Clause: Based on a review of its records to date, Defendant represents there are an estimated 11,657 workweeks during the Class Period. If the actual number of workweeks during the Class Period is more than 10% greater than this figure (i.e., if there are 12,823 or more workweeks worked by the Class Members), Defendant agrees to increase the Settlement Sum on a proportional basis (i.e., if there was an 11% increase in the number of workweeks during the Class Period Defendant would agree to increase the Gross Settlement by 11%). Defendant agrees that it will provide the necessary data to the Settlement Administrator to determine whether this provision is triggered prior to Plaintiff filing her Motion for Preliminary Approval as the Parties shall advise the Court to the result.

3. Release. In exchange for the mutual promises and consideration set forth in this Agreement, the sufficiency of which is hereby acknowledged by the Parties, a release of liability is understood and agreed to as follows:

a. “Released Parties” as referenced herein and as released in the Agreement shall collectively mean Defendant and each of Defendant’s past, present and future parent companies, subsidiaries, affiliates, principals, and any other person, corporation, association or partnership responsible or potentially responsible for any claims made or that could have been made in the Action, and the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, and successors and assigns of any of the foregoing.

b. Plaintiff Carmina Valdez, on behalf of herself and her heirs, successors, assigns, attorneys and agents, hereby releases and forever discharge the Released Parties from any and all claims, demands, debts, duties, obligations, promises, liabilities, damages, accounts, payments, liens acts, costs, expenses, sums of money, suits, dues, actions or causes of action, both in law and in equity, whether known or unknown, matured or unmatured, suspected or unsuspected, which she ever had, now have, or may have in the future with regard to any claims made, or which could have been made, in the Action including, but not limited to, any claims for failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay straight time wages, failure to pay meal period wages, failure to pay rest period wages, failure to provide rest breaks, failure to provide meal periods, failure to provide accurate wage statements, failure to pay wages upon separation, failure to pay vacation wages upon separation, unfair competition, violations of the California Private Attorneys General Act, violations of the California Industrial Welfare Commission’s (“IWC’s”) Wage Orders, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 246, et seq., 351, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2698, et seq., 2699, 2800, 2802, California Business and Professions Code §§ 17200, et seq., and all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto.

c. As a condition of participating in this settlement, any Class Members who fail to timely submit a request to be excluded from the proposed settlement hereby release and forever discharge the Released Parties from any and all class action claims made, or which could

have been made based on the facts alleged, in the Action, that arose during the Class Period defined above with respect to the following claims: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; (f) failure to timely pay wages upon separation of employment; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action, or legal theories described above. ~~including, but not limited to, any claims for failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay hourly wages, failure to pay piece-rate wages, failure to pay on-call wages, failure to pay meal period wages, failure to pay rest period wages, failure to provide rest breaks, failure to provide meal periods, failure to provide accurate wage statements, failure to pay wages upon separation, failure to pay reporting time pay, waiting time penalties, failure to pay vacation wages, conversion, failure to keep payroll records, successor liability, violations of the California Industrial Welfare Commission's ("IWC's") Wage Orders, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 246, et seq., 351, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2800, 2802, California Business and Professions Code §§ 17200, et seq., and all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto.~~ This release shall not extend to any claims outside of the Class Period.

d. As a condition of participating in this settlement, all PAGA Members hereby release and forever discharge the Released Parties from any and all claims under PAGA that were alleged ~~or which could have been alleged~~ in the Action and asserted in ~~based on the Notice including, but not limited to, claims arising from any alleged failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay hourly wages, failure to pay piece-rate wages, failure to pay on-call wages, failure to pay meal period wages, failure to pay rest period wages, failure to provide rest breaks, failure to provide meal periods, failure to provide accurate wage statements, failure to pay wages upon separation, failure to pay reporting time pay, waiting time penalties, failure to pay vacation wages, conversion, failure to keep payroll records, successor liability, violations of the California Industrial Welfare Commission's ("IWC's") Wage Orders, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 246, et seq., 351, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2800, and 2802, and all claims for costs, attorney's fees, and civil penalties related thereto.~~ This release shall not extend to any claims outside of the PAGA Period. The PAGA Members shall not have the right to opt-out of this release.

4. California Civil Code Section 1542. Plaintiff hereby agrees to waive all rights that she might possess under Section 1542 of the Civil Code of the State of California related to any claims she may have against any of the Released Parties. Section 1542 has been explained to Plaintiff by her counsel and provides as follows:

**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 lift DEBTOR OR RELEASED PARTY.

5. Motion for Preliminary Approval of Class Action Settlement. Plaintiff and Plaintiff's counsel shall file a motion seeking preliminary approval of this Agreement within ~~seven (7)~~thirty (30) days after this Settlement Agreement is fully executed by the Parties. Defendant agrees to cooperate with Plaintiff in these efforts so that the motion seeking preliminary approval is filed in a timely manner, including without limitation working to determine whether or not the escalator clause is triggered.

6. Administrator and Distribution Method. The Parties agree that Plaintiff's counsel and Defendant's counsel will select the Administrator to process and distribute the Settlement Sum in accordance with the Agreement. The Parties will agree upon an Administrator as soon as reasonably possible after this Agreement is executed by the Parties and prior to Plaintiff's counsel filing a motion seeking preliminary approval of this Agreement. In addition, subject to court approval, the timelines and methods for the administration of this Agreement shall be as follows:

a. For purposes of this Agreement, "Class Members" are defined as: "all current and former non-exempt, hourly employees of Defendant in California between March 22, 2019 and the date the Court in the Action grants Preliminary Approval of this settlement."

b. For purposes of this Agreement, "PAGA Members" are defined as: "all current and former non-exempt, hourly employees of Defendant in California between March 22, 2022 and the date the Court in the Action grants Preliminary Approval of this settlement."

c. All Class Members that do not submit a valid request for exclusion will receive a portion of the Net Settlement Sum on a pro rata basis based on a reasonable estimate of the total number of workweeks worked by all members of the Settlement Class during the applicable period. The Administrator shall mail and distribute to all Class Members a notice of this settlement, in English and Spanish, informing them of the basic information regarding its terms, how to submit objections, how to exclude themselves from this proposed settlement, their estimated shares of the Net Settlement, how to dispute the allocated number of workweeks, and the date for a final fairness hearing (the "Class Notice," in a form substantially similar to that attached hereto as Exhibit A). The estimated share of the Net Settlement Sum for each individual within the class definition will be determined as follows: 1) A Total Value Per Workweek will be derived by dividing the Net Settlement Sum by the total number of weeks that all Class Members worked within the class period (i.e. any week in which a class member worked at least 1 day); and 2) each Class Member will have their respective number of workweeks multiplied by the Total Value Per Workweek to derive their respective share of the Net Settlement Sum. Any monies allocated to individuals within the class definition who do not participate in this settlement because they opt out will be redistributed to Class Members pro-rata. The redistribution will take place by eliminating the non-participating class members' workweeks from the total workweeks used to calculate the Total Value per Workweek. The Total Value per Workweek will then be recalculated and applied to Class Members' workweeks to determine their respective share of the Net Settlement Sum.

d. ~~Ninety-Eighty~~ percent (~~90~~80%) of the payment of the Net Settlement Sum to eligible Class Members will consist of 1099 income representing payment for statutory penalties and interest, and ~~ten-twenty~~ percent (~~10~~20%) of the payment of the Net Settlement Sum to eligible Class Members will consist of W-2 income representing payment for wages.

f. Within seven (7) calendar days after the date that the Court grants preliminary approval of this Agreement, Defendant shall provide the Administrator with all information needed to identify and locate the Class Members and PAGA Members, process payments, and process claims for payments. This information may include, but may not be limited to, the Class Members' names, dates of employment, last known addresses, last known phone numbers, social security numbers, and any other information required to effectuate the Agreement.

g. The class list and any other data provided by Defendant to the Administrator shall be treated as confidential, and shall not be subject to disclosure by the Administrator, except that: (a) relevant information may be provided to Class Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from either a Class Member or a third-party; (b) to allow Defendant's counsel and Plaintiff's counsel to confirm that the calculation of a particular Class Member's estimated share of the settlement is accurate; and (c) as is otherwise necessary for the Administrator to perform its obligations described in this Agreement. Furthermore, the Administrator (and Plaintiff's counsel, if appropriate) shall use commercially reasonable efforts to secure the data provided by Defendant at all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as permitted by this Agreement, and shall destroy the data and all copies of it in a complete and secure manner when it is no longer required for purposes of this Agreement. The Administrator shall ensure that the Notice and any other communications to Class Members shall not include any Class Member's social security number, except for the last four digits.

h. Within fourteen (14) calendar days from the date the Court preliminarily approves this Agreement, the Administrator will provide the Parties with a spreadsheet showing the Administrator's calculations for anticipated payments to Class Members, the allocation of workweeks to Class Members, and any payroll taxes to be paid by Defendant. Also within fourteen (14) calendar days from the date the Court preliminarily approves this Agreement, the Administrator will provide the Parties with a spreadsheet showing the Administrator's calculations for payments to the PAGA Members and the allocation of pay periods to Class Members. The Administrator may redact any identifying information and instead use an employee number to differentiate (except as to the named Plaintiff to the Action) in order to protect Class Members' confidential information. This will allow Plaintiff and Defendant the opportunity to review the Administrator's calculations, and the Administrator will confirm receipt and approval of the spreadsheet by the Parties prior to disbursing the class notices, as noted below.

i. Within twenty-one (21) calendar days from the date the Court preliminarily approves this Agreement, the Administrator will perform an NCOA check to determine the Class Members' current addresses using the information provided by Defendant, and will mail the court approved notices to the Class Members at those updated addresses. Thereafter, the Class Members will have ~~thirty (30)~~sixty (60) days from that mailing date to

contest the number of workweeks allocated to them, request to opt out of the class action portion of the settlement, or object to the proposed settlement. Any responses not postmarked by the response deadline shall be deemed invalid. If a notice is returned as undeliverable or advises that the Class Member is no longer at the listed address, within three (3) business days of being so informed, the Administrator shall perform a skip-trace on that Class Member and shall re-mail the notice to the new address found as the result of the skip-trace. Individuals who have notices re-mailed to them shall have their deadline to contest the number of workweeks allocated to them, request to opt out of the class action portion of the settlement, or object to the proposed settlement extended by fourteen (14) calendar days.

j. The Administrator will have the final decision on any disputes that arise regarding the Class Members' information (e.g. the number of workweeks attributable to each Class Member). However, any dispute regarding the validity of any Class Member's response to the notice (e.g. a potentially late, incomplete, or unclear response) shall be resolved by the mutual agreement of the Parties. The Administrator shall provide weekly reports to the Parties regarding the status of the administration process, including the number of opt-outs, objections, and disputes received. Unless otherwise determined by the Court, the Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

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- k. Within seven (7) calendar days after the last day for any Class Members to object to the proposed settlement, dispute their information, or request to be excluded from the class action portion of the settlement, the Administrator shall provide the Parties with a signed declaration summarizing the details of the administration process, the number of objections received, the number of opt-out requests received, the number of disputes submitted, and the final status of all such items.

l. After the Court grants final approval and within seven (7) calendar days after the Administrator receives payment of the Settlement Sum, the Administrator shall provide the Parties the final calculations of all settlement payments to all Class Members who did not opt-out of the settlement (the "Participating Class Members") and all PAGA Members. The Administrator shall redact any identifying information and instead assign an employee value, except leaving the identifying information for the named Plaintiff, such that the Parties can review and approve the final distribution amounts to the Participating Class Members and the PAGA Members. Within seven (7) calendar days after the final calculations are distributed by the Administrator, only upon approval by the Parties of the final distribution amounts, the Administrator will mail to Participating Class Members their pro-rata share of the Net Settlement Sum. Class Members shall have one hundred and ~~twenty-eighty~~ (120180) days to cash their respective settlement checks under this Agreement. Any checks not negotiated within the one

hundred and ~~twenty-eighty~~ (~~120~~180) days will be voided and will not be reissued. Also within seven (7) calendar days after the Administrator distributes final calculations and obtains the Parties' approval thereof, the Administrator shall distribute the awarded attorneys' fees and costs, the representative enhancement award, the final distribution amounts to PAGA Members, the payment to the LWDA, and the payment for the costs of Administration.

m. Within one hundred ~~thirty-eighty~~ (~~130~~120) calendar days after the Administrator mails Participating Class Members their pro-rata share of the Net Settlement Sum, any unclaimed funds, including funds from uncashed settlement checks will be paid out in accordance with California Code of Civil Procedure section 384(b) to the State of California Unclaimed Property Division as the *cy pres* beneficiary. No amount of the Settlement Sum will revert to Defendant for any reason.

n. Within ten (10) calendar days after the Administrator distributes the unclaimed funds in accordance with Paragraph 6.l., the Administrator shall provide the Parties with a declaration outlining the settlement administration process and completion of payments to those specified in Paragraph 6.l.

o. The Parties agree the Class Members' contact information and social security numbers will be used only by the Administrator for the sole purpose of effectuating the Agreement.

7. Class Counsel. The Parties agree to the designation of Scott M. Lidman and Milan Moore of Lidman Law and Paul K. Haines of Haines Law Group, APC as class counsel for purposes of the Settlement Class.

8. Class Representative. The Parties agree to the designation of Plaintiff Carmina Valdez as the class representative for purposes of the Settlement Class.

9. Attorneys' Fees and Costs. Except as otherwise set forth in this Agreement, the Parties agree that each shall bear their own respective attorneys' fees and costs incurred in this Action, with the exception of any, dispute regarding the payment of the Settlement Sum. In the case of a dispute regarding the payment of the Settlement Sum, the prevailing party shall be entitled to recover their attorneys' fees and costs.

10. Enforcement. This Agreement is made and is enforceable in accordance with the provisions of California Code of Civil Procedure section 664.6 and that Parties agree that the Court shall retain jurisdiction for that purpose to effectuate the terms of this Agreement and after entry of judgment in this Action. This Agreement shall be admissible in any proceeding for its enforcement in accordance with sections 1118 and 1123 of the California Evidence Code.

11. Opt-Out Contingency. If more than 10% of the putative Class Members make valid requests to opt out of the class settlement, Defendant may, in its sole discretion, choose to reject or accept, and be bound by, this Agreement. Defendant shall have five (5) calendar days from the date the Administrator indicates the number of Class Members who opted out to inform Plaintiff's counsel in writing of its decision to exercise this opt-out option. However, Defendant agrees to pay the cost of the Administrator incurred in administering the settlement up to the date

Defendant chooses to exercise this opt-out option.

12. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart, when executed, shall have the efficacy of an original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any said purpose.

13. Confidentiality. Plaintiff represents and agrees that she has not and will not issue any press release, publication, or otherwise disclose this Agreement to the press, media, websites, or any service which reports verdicts and settlements. Plaintiff further agrees not to, at any time or in any manner, talk about, write about, disclose, or otherwise publicize or cause to be publicized the confidential, proprietary, or trade secret information of the Released Parties.

14. Attorney Liens. Plaintiff represents and warrants that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Plaintiff in relation to the Action are Plaintiff's responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by the incurring party. Plaintiff will indemnify, defend and hold Released Parties harmless from any such claims.

~~15. No Additional Recovery. It is the intent of this Agreement that Plaintiff, lienholders, and any other individual or entity with an interest in the Asserted Claims shall not recover, directly or indirectly, any sums from the Released Parties other than the funds received pursuant to this Agreement and set forth in Paragraph 2. If, despite the provisions of this Paragraph, any Released Party receives any claims from any individual or entity arising from Plaintiff's, a Participating Class Member's, or a PAGA Member's filing of the Asserted Claims against them (including any claim for contribution or indemnity), the person who filed such claims shall indemnify, provide a full defense for, and hold harmless the Released Parties for such amount. Additionally, in the event that a trier of fact determines that any Released Party is or would be liable for contribution or indemnity under such circumstances pursuant to any theory of law or equity (and all appeals are exhausted or the time for such appeals have expired), this Agreement shall act as a release, releasing not only the Released Party, but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to contribution or indemnity from the Released Parties with respect to any liability that person, firm, or corporation may have to Plaintiff, the Participating Class Members, and the PAGA Members, for any claims that would require such contribution or indemnity.~~

~~16~~15. No Pending Matters. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

~~17~~16. Entire Agreement. This Agreement sets forth the entire understanding between the Parties and supersedes any and all prior agreements, oral or written, pertaining to the Notice, Action, and the Asserted Claims. This Agreement may not be modified or amended except in writing, signed by all Parties. Each party acknowledges that there is no representation, inducement, promise, or agreement which has been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this

Agreement are fully understood and voluntarily accepted by the Parties.

17. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or Final Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary or Final Approval or conditions Preliminary or Final Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

18. Conditional Nature. This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Notice, Action, and the Asserted Claims. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and the associated settlement on a conditional basis. If the Court does not enter an order granting final approval of the Agreement, resulting in the dismissal of the entire Action, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

19. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

Dated:

Carmina Valdez

Dated:

Advanced Imaging Center, Inc.

By: _____

Its: _____

EXHIBIT A

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

CARMINA VALDEZ, as an individual and on behalf of all
others similarly situated,

Plaintiff,

vs.

ADVANCED IMAGING CENTER, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23STCV06358

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All current and former non-exempt, hourly employees of Advanced Imaging Center, Inc. in California between March 22, 2019 and [PRELIMINARY APPROVAL DATE] (the "Class Members")

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS

A settlement ("Settlement") has been proposed in the class action lawsuit referenced above, pending in Los Angeles County Superior Court (the "Court"), titled *Carmina Valdez v. Advanced Imaging Center, Inc.*, Case No. 23STCV06358 (the "Action"). If the Court gives final approval to the Settlement, Defendant Advanced Imaging Center, Inc. ("Defendant") will provide each Class Member with a payment calculated, in part, based on the number of weeks worked by each Class Member as set forth in this notice.

Here is a summary of your rights and options, which are described in more detail later in this document. If you have any questions, please contact the Settlement Administrator, [ADMINISTRATOR CONTACT INFORMATION].

1. GENERAL INFORMATION

The Los Angeles Superior Court has preliminarily approved a settlement of the class action claims asserted by Plaintiff Carmina Valdez ("Plaintiff") in the Action. If you worked as a non-exempt, hourly employee of Advanced Imaging Center, Inc. in California between March 22, 2019 and [PRELIMINARY APPROVAL DATE], you are eligible to receive payment from the Settlement ("Settlement Class Member").

If you worked as a non-exempt, hourly employee of Advanced Imaging Center, Inc. in California between March 22, 2022 and [PRELIMINARY APPROVAL DATE], you are a PAGA Member.

2. YOUR ESTIMATED PAYMENT INFORMATION

According to Defendant's payroll records, you are a Settlement Class Member who worked approximately _____ Workweeks as an employee in California during the Class Period. Only weeks worked by you during the Class Period as a non-exempt, hourly employee of Defendant may be considered compensable Workweeks under the Settlement. The Class Period is March 22, 2019 through [PRELIMINARY APPROVAL DATE]. additionally, you worked approximately _____ pay periods during the PAGA Period. The PAGA Period is March 22, 2022 through [PRELIMINARY APPROVAL DATE]. Based on information currently available, we estimate your total share of the Settlement will be approximately \$ _____. This is only an estimate. The amount you ultimately receive as part of the Settlement may increase or decrease in accordance with the terms of the Settlement and the Court's orders.

Defendant respects your right to participate in this Settlement and will take no adverse action against you should you accept payment under the Settlement

3. BACKGROUND INFORMATION

You received this Notice because a Settlement has been reached in this Action. According to Defendant's available records you are a member of the settlement class and may be eligible for the relief below.

In the Action, Plaintiff Carmina Valdez ("Plaintiff") alleged that Defendant failed to pay all required minimum wages, failed to pay all required overtime wages, failure to provide all required meal periods, failed to provide all required rest breaks, failed to provide accurate wage statements, failed to pay all required wages at separation, and performed acts of unfair competition towards the Class Members, and is therefor subject to damages under the California Labor Code.

Defendant denies Plaintiff's allegations in their entirety and contends that it paid all required minimum wages, paid all required overtime wages, provided all required meal periods, provided all required rest breaks, provided accurate wage statements, paid all required wages at separation, and did not perform any acts of unfair competition. Defendant contends that its affirmative defenses in the Action may prevent or limit Plaintiff's class claims.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of Plaintiff's claims in the Action.

4. WHAT IS A CLASS ACTION?

In a class action lawsuit, a "Representative Plaintiff" (here, Carmina Valdez) sues on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The person and/or company sued (here, Advanced Imaging Center, Inc.), is called the Defendant.

5. WHY IS THERE A SETTLEMENT?

In the Action, while Plaintiff has made claims against Defendant, Defendant denies that it has done anything wrong or illegal. Importantly, the Court has not decided whether Plaintiff or Defendant should win in the Action. Instead, both sides agreed to a Settlement. That way, both sides avoid the cost of a trial, and the Class Members will receive payment now, rather than years from now, if at all.

6. WHO ARE THE CLASS MEMBERS?

The Court has decided that everyone who fits the following description is a Class Member for purposes of the proposed Settlement: "all current and former non-exempt, hourly employees of Advanced Imaging Center, Inc. in California between March 22, 2019 and [PRELIMINARY APPROVAL DATE]." If you are still not sure whether you are included, you can contact the Settlement Administrator for help. The contact information for the Settlement Administrator is [ADMINISTRATOR CONTACT INFORMATION].

7. WHAT DO THE CLASS MEMBERS RECEIVE UNDER THE SETTLEMENT?

Defendant has agreed to fund a settlement with a maximum value of \$180,000. This settlement amount will be used to pay the claims of the Class Members, and the following amounts requested by Plaintiff, subject to Court approval: the cost of providing notice to the Class and administering the Settlement (up to ~~\$20,000~~ \$7,250.00); the payment to the Labor and Workforce Development Agency for penalties under the Private Attorneys General Act (\$10,000); to pay any awards by the Court for attorneys' fees (up to \$60,000.00) and costs (up to ~~\$10~~ \$20,000) to Plaintiff's counsel; and any enhancement award the Court awards to the Representative Plaintiff (up to ~~\$5,000~~ \$7,500). The estimated Net Settlement Amount to be used to pay the claims of Class Members is approximately \$_____.

Your estimated Settlement Payment is stated on the Workweek Dispute Form included with this Notice. Your

estimated payment was calculated using Defendant's payroll and employee records. Individual Settlement Payments will be calculated and apportioned as follows:

- (a) The "Net Settlement Amount" shall be calculated by subtracting the payments to Class Counsel, the Representative Plaintiff, the Settlement Administrator, and payment of \$10,000 to the California Labor and Workforce Development Agency for penalties under PAGA, from the Maximum Settlement Amount.
- (b) The Net Settlement Amount will be divided up and paid to Participating Class Members on a pro-rata basis based on each Participating Class Member's total number of "Individual Workweeks" divided by the aggregate Individual Workweeks of all Participating Class Members according to the following formula:
 1. A Total Value Per Workweek will be derived by dividing the Net Settlement Sum by the total number of weeks that all Class Members worked within the Class Period (*i.e.* any week in which a class member worked at least one (1) day).
 2. Each Settlement Class Member will have their respective number of workweeks multiplied by the Total Value Per Workweek to derive their respective "Individual Settlement Payment" Amount.
- (c) For tax purposes, ten percent (~~10~~20%) of each Participating Class Member's Individual Settlement Payment shall be treated as wages and will be subject to withholdings, and ninety percent (~~90~~80%) will be treated as penalties and will not be subject to withholdings. Class Members' Individual Settlement Payments shall be reported on an IRS Form W-2 and 1099 respectively.

8. HOW DO I PARTICIPATE IN THE SETTLEMENT?

If you wish to remain a Class Member and obtain any share of the Settlement to which you may be entitled, then you do not have to do anything and you will automatically receive a settlement payment in the mail if the Court approves the proposed Settlement. You are not required to go to court or pay anything to the lawyers in this case. The Settlement Payment you will receive will be a full and final settlement of your Released Claims described below.

9. WHEN WILL I GET A PAYMENT?

As described in Section 17 below, the Court will hold a hearing on [FINAL APPROVAL HEARING DATE] to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. *Please be patient.*

The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

10. WHAT IF I DISAGREE WITH DEFENDANT'S CALCULATION OF MY WORKWEEKS?

If you believe that the number of ~~overtime hours~~workweeks with which you have been credited is incorrect, you may produce evidence to the Settlement Administrator by [RESPONSE DEADLINE] showing that such information is inaccurate. The Settlement Administrator shall then decide the dispute between your calculation and that of Defendant. Defendant's records will be presumed to be correct, but the Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the merits of the dispute. You can submit the Dispute Form by mail to the Settlement Administrator at: [ADMINISTRATOR ADDRESS]. Alternatively, you may submit the Dispute Form to the Settlement Administrator via facsimile at [ADMINISTRATOR FAX] or e-mail at: [ADMINISTRATOR EMAIL].

11. WHO ARE THE LAWYERS FOR THE CLASS MEMBERS?

The Court has preliminarily approved Lidman Law, APC and Haines Law Group, APC (collectively, “Class Counsel”) to represent the interests of all Class Members. You will not be separately charged for these lawyers. If you have a question about the settlement, you may contact Class Counsel by writing to them at Scott M. Lidman, Esq., Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, CA 90245; by emailing them at slidman@lidmanlaw.com, or by calling them at (424) 322-4772; or by writing to them at Paul K. Haines, Esq., Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, CA 90245; by emailing them at phaines@haineslawgroup.com, or by calling them at (424) 292-2350.

Alternatively, if you want to be represented by your own lawyer, you may hire one at your own expense.

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12. HOW WILL THE LAWYERS BE PAID?

Defendant has agreed to pay Class Counsel’s costs and attorney’s fees up to \$60,000 and costs of up to ~~\$1020,000~~ for their services in litigating the Action, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs.

13. WILL THE REPRESENTATIVE PLAINTIFF RECEIVE ANY COMPENSATION?

In addition to any compensation the Representative Plaintiff will be entitled to receive as a Class Member, the Representative Plaintiff will request an additional enhancement award of up to ~~\$5,000~~ \$7,500 for her services as class representative and her efforts in bringing and maintaining this action. The Court will make the final decision as to the amount to be paid to the Representative Plaintiff.

14. RELEASE OF CLAIMS

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Defendant. Specifically, you will release the Released Parties from any and all class action claims made, or which could have been made based on the facts alleged, in the Action, that arose during the Class Period defined above with respect to the following claims: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; (f) failure to timely pay wages upon separation of employment; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action, or legal theories described above, in the Action including, but not limited to, any claims for failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay hourly wages, failure to pay piece-rate wages, failure to pay on-call wages, failure to pay meal period wages, failure to pay rest period wages, failure to provide rest breaks, failure to provide meal periods, failure to provide accurate wage statements, failure to pay wages upon separation, failure to pay reporting time pay, waiting time penalties, failure to pay vacation wages, conversion, failure to keep payroll records, successor liability, violations of the California Industrial Welfare Commission’s (“IWC’s”) Wage Orders, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 246, et seq., 351, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2800, 2802, California Business and Professions Code §§ 17200, et seq., and all claims for costs, attorney’s fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto. This release shall not extend to any claims outside of the Class Period.

The Released Parties include Defendant and each of Defendant’s past, present and future parent companies, subsidiaries, affiliates, principals, and any other person, corporation, association or partnership responsible or potentially responsible for any claims made or that could have been made in the Action, and the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, and successors and assigns of any of the foregoing.

As a condition of participating in this settlement, all PAGA Members hereby release and forever discharge the Released Parties from any and all claims under PAGA that were alleged in the Action and asserted in the Notice.

This release shall not extend to any claims outside of the PAGA Period. The PAGA Members shall not have the right to opt-out of this release.

15. HOW TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT

You may exclude yourself from the Class Settlement (i.e. “opt out”). If you want to be excluded, you must send a written request to the Administrator or other delivery service to the Settlement Administrator that states: (a) the case name and number of the Action, *Carmina Valdez v. Advanced Imaging Center, Inc.*, Los Angeles Superior Court Case No. 23STCV06358; (b) your full name, address, and email address or telephone number; and (c) a statement that you have received notice of the Settlement and have decided that you do not wish to participate in the Settlement. The written request must be sent to the Administrator at: [ADMINISTRATOR CONTACT INFORMATION] by no later than [RESPONSE DEADLINE].

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be eligible to share in the Class Settlement, you will not be bound by the judgment entered in the Action on Plaintiff’s class action claims, and you will not be precluded from timely prosecuting any individual claim against Defendant based on the conduct complained of in the Class Action.

You cannot opt-out of the PAGA portion of the Settlement. Settlement Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

16. HOW TO OBJECT TO THE SETTLEMENT

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before the Court grants final approval. Objecting is telling the Court that you don't like something about the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement.

You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

You may object to the Settlement in writing. If you filed a timely objection, you may also appear at the Final Approval Hearing. To be valid, any objection must: (a) state the case name and number of the Action, *Carmina Valdez v. Advanced Imaging Center, Inc.*, Los Angeles Superior Court Case No. 23STCV06358; (b) state your full name, address, telephone number, and dates of employment with Defendant; (c) state your objection to the settlement and the legal and/or factual arguments supporting the objection; (d) be filed with the United States District Court for the Eastern District of Virginia on or before [OBJECTION DEADLINE] ; and (e) copies of the objection must be served on the Settlement Administrator, Class Counsel, and Defendant’s counsel via U.S. Mail by [OBJECTION DEADLINE].

You may, but need not, submit your objection through counsel of your choice. If you make your objection through counsel of your choice, you will be responsible for your attorneys’ fees and costs.

If you make an objection and the Court disagrees with your objection and grants final approval of the Settlement, you will have released all Released Claims against Released Parties as described above and will receive your Individual Settlement Payment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

~~IF YOU DO NOT TIMELY FILE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS TO THE SETTLEMENT.~~

17. WHAT/WHERE/WHEN IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement, meaning that it has concluded that there is sufficient evidence to suggest that the Agreement is fair, reasonable, and adequate. Notwithstanding that fact, the Court will make a final determination of these issues at a Final Approval Hearing.

On [FINAL APPROVAL DATE] a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any arguments concerning the proposed Settlement's fairness from any Class Members who have filed timely objections. The hearing will take place before the Honorable Stuart M. Rice in Department SSC-1 of the Spring Street Courthouse of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.

The hearing may be postponed to a different date, time or location ~~without notice~~. You should check the Administrator's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. It is not necessary for you to appear at this hearing unless you want to object to the settlement.

18. WHERE CAN I GET MORE INFORMATION ABOUT THE SETTLEMENT?

To obtain more information about the Settlement, you can contact the Settlement Administrator at [ADMINISTRATOR CONTACT INFORMATION] or visit the Los Angeles Superior Court Clerk's Office during regular business hours. Note that it is your responsibility to inform the Settlement Administrator of your updated information.

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

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE CLASS LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.