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FILED
Superior Court of California
County of Los Angeles
11/10/2026
David W. Slayton, Executive Officer / Clerk of Court
By: J. Ramirez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BENJAMIN MORENO, an individual,

Plaintiff,

vs.

PACIFIC REPRODUCTIVE MEDICAL CENTER INC., a corporation; RIFAAT SALEM; and DOES 1 through 5, inclusive,

Defendants.

Case No. 23STCV09114

JOINT STIPULATION TO APPROVE PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE § 2698, ET SEQ. SETTLEMENT AND RELEASE AGREEMENT; ~~[PROPOSED]~~ ORDER

[Assigned for all purposes to The Honorable Dean J. Kitchens, Dept. 400]

Action Filed: April 24, 2023
Trial Date: None set

TO THE COURT, THE PARTIES, AND THEIR ATTORNEYS OF RECORD:

Plaintiff BENJAMIN MORENO ("Plaintiff") and Defendants PACIFIC REPRODUCTIVE MEDICAL CENTER, INC. and RIFAAT SALEM ("Defendants") (Plaintiff and Defendants are collectively referred to herein as the "Parties"), by and through their respective attorneys of record, hereby submit the following Joint Stipulation to Approve Settlement of Claims Brought Under the Private Attorneys General Act, Labor Code section 2698 *et seq.* ("PAGA") ("Stipulation") as follows:

RELEVANT HISTORY AND TERMS OF SETTLEMENT

WHEREAS, on April 24, 2023, Plaintiff filed the instant action alleging individual wage and hour claims, and on June 29, 2023, Plaintiff filed a First Amended Complaint adding a claim under PAGA (the "Operative Complaint");

WHEREAS, Plaintiff provided the requisite statutory pre-filing notice under PAGA to the California Labor and Workforce Development Agency ("LWDA") and Defendants on April 25, 2023 (LWDA Case No. LWDA-CM-950890-23) (the "PAGA Notice");

WHEREAS, on January 22, 2025, the Parties attended a private mediation with mediator Hon. David Sotelo (Ret.), and reached the proposed resolution of both the individual (Non-PAGA) and PAGA claims which led to prior Agreements to settle the entire action;

WHEREAS, prior to attending mediation, Plaintiff obtained, through formal discovery, data and records relating to hours worked and payroll, and also took Defendant Salem's deposition and Defendants took Plaintiff's deposition;

WHEREAS, Plaintiff moved to enforce and executed a judgment on the individual (Non-PAGA) settlement agreement;

WHEREAS, *Plaintiff* moved for approval of the PAGA Settlement and on July 17, 2025, the Court denied Plaintiff's motion for approval of the PAGA Settlement without prejudice;

WHEREAS, on June 3, 2026, *Defendants* filed a motion to enforce the PAGA Settlement Agreement;

WHEREAS, on June 30, 2026, the Court heard oral argument on Defendants' Motion to Enforce the PAGA Settlement Agreement;

WHEREAS, on June 30, 2026, the Court continued Defendants' Motion to Enforce the PAGA Settlement Agreement to July 27, 2026;

WHEREAS, on July 27, 2026, the Court heard oral argument on Defendants' Motion to Enforce the PAGA Settlement Agreement;

WHEREAS, on July 27, 2026, the Court requested the Parties submit supplemental briefing by August 21, 2026, and continued the hearing on Defendants' Motion to Enforce the PAGA Settlement Agreement to August 28, 2026. The Court also continued Plaintiff's Motion for Summary Judgment or, in the alternative, Summary Adjudication and Plaintiff's Motions to Deem Requests for Admission, Set Two, Admitted against Defendants to August 28, 2026;

WHEREAS, by stipulation of the Parties, Defendants' Motion to Enforce the PAGA Settlement Agreement and Plaintiff's Motion for Summary Judgment or, in the alternative, Summary Adjudication and Plaintiff's Motions to Deem Requests for Admission, Set Two, Admitted against Defendants were continued to November 12, 2026, because the Parties reached a resolution of the entire action;

WHEREAS, the Parties met and conferred and were able to reach a resolution of the PAGA claims, the terms of which have been memorialized in a fully executed long-form PAGA Settlement Agreement, which is attached hereto as **"EXHIBIT A"** ("PAGA Settlement Agreement"). Attached hereto as "**EXHIBIT B**" is the Notice of PAGA Settlement and Release of Claims, which will be sent to Aggrieved Employees as notice of the PAGA Settlement and their respective Individual PAGA Payment. The Settlement will become effective as provided in the PAGA Settlement Agreement, following the Court's entry of the Approval Order and Judgment;

WHEREAS, the Gross Settlement Amount that will be funded is $105,000.00, and is broken down as follows:

- $51,207.19 PAGA Penalties
- $35,000.00 Attorney's Fees (33.33% of total settlement amount);
- $16,292.81 Cost of Litigation
- $2,500.00 Cost of Settlement Administration

PAGA Penalties of $51,207.19. 75% ($38,405.39) shall be assigned/paid to the LWDA as

penalties. The remaining 25% ($12,801.80) in cash will be disbursed among all Aggrieved Employees based on pay periods employed during the PAGA Period. The alleged group of aggrieved employees consists of all persons employed by Defendants in California and classified as a non-exempt (hourly) employee who worked for Defendants during the PAGA Period (the "Aggrieved Employees" and/or "PAGA Settlement Members").

WHEREAS, the payment to PAGA Settlement Members will be based on the number of pay periods worked by each PAGA Settlement Member during the PAGA Period. The Administrator will calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employees' 25% share of the PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period. The resulting pay period value will then be multiplied by the number of PAGA Pay Periods worked by each PAGA Settlement Member to calculate their Individual PAGA Payment;

WHEREAS, there was another separate lawsuit asserting a PAGA claim against Defendant Pacific Reproductive Medical Center, Inc. – *Tracy Shade v. Pacific Reproductive Medical Center, Inc., et al.* pending in the Los Angeles Superior Court (LASC Case No. 22STCV41033). The lawsuit was dismissed on June 17, 2025;

WHEREAS, a settlement under the PAGA requires court approval but is not subject to any procedural requirement for a noticed motion. *See* Labor Code section 2699(s)(2) ("The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court.");

WHEREAS, Plaintiff is concurrently serving a copy of this Stipulation and all supporting documents on the LWDA, including a copy of the PAGA Settlement Agreement;

WHEREAS, based on their extensive experience, counsel for the Parties believe that this settlement is fair, reasonable, and adequate, and that approval of the PAGA Settlement Agreement pursuant to this Stipulation is in the best interest of the PAGA Aggrieved Employees, the LWDA, and judicial economy;

WHEREAS, nothing in this Stipulation, the PAGA Settlement, nor any exhibit, document, or instrument delivered thereunder will be construed as an admission by Defendants in any way that

the claims asserted have any merit or that this Action was properly brought as a representative action, and shall not be used as evidence of, or used against Defendants as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any allegation asserted by any person;

WHEREAS, upon the Court's approval of the PAGA Settlement Agreement and Defendants' full funding of the Gross Settlement Amount, Plaintiff, on behalf of himself, the State of California, the LWDA, and the Aggrieved Employees, will be deemed to have released and forever discharged Defendants and each of their former and present directors, agents, administrators, representatives, officers, employees, shareholders, owners, members, attorneys, insurers, predecessors, successors, heirs, estates, powers-of-attorney, assigns, subsidiaries, parent companies, affiliates, and any individual or entity which could be jointly liable with Defendants ("Released Parties") from liability for any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Action, the Operative Complaint, PAGA Notice, and any amendments thereto, which occurred during the PAGA Period.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, subject to the Court's approval, that:

1. The Parties respectfully request that the Court enter the [Proposed] Order and Judgment Approving Private Attorneys General Act, Labor Code § 2698, et seq. Settlement and Release Agreement, submitted concurrently herewith, thereby approving the PAGA Settlement Agreement pursuant to Labor Code section 2699(s)(2) and dismissing the instant action in its entirety with prejudice;
2. The Settlement represents a reasoned compromise reached through arm's-length negotiations and considers the risks, complexity, and expense of further litigation;
3. Upon the Court's approval of the PAGA Settlement Agreement, Plaintiff, on behalf of himself, the State of California, the LWDA, and the Aggrieved Employees, will be deemed to have released and forever discharged Defendants and each of their former and present directors, agents, administrators, representatives, officers, employees, shareholders, owners, members, attorneys, insurers, predecessors, successors, heirs, estates, powers-of-attorney,

assigns, subsidiaries, parent companies, affiliates, and any individual or entity which could be jointly liable with Defendants ("Released Parties") from liability for any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Action, the Operative Complaint, PAGA Notice, and any amendments thereto, which occurred during the PAGA Period;

4. Defendants' Motion to Enforce the PAGA Settlement Agreement, including any supplemental briefing deadlines, is vacated;
5. Plaintiff's Motion for Summary Judgment or, in the alternative, Summary Adjudication and Plaintiff's Motions to Deem Requests for Admission, Set Two, Admitted against Defendants are vacated;
6. This Joint Stipulation shall not be construed or deemed as a waiver of any other rights or defenses of the Parties;
7. In the event the Court prefers to keep the November 12, 2026 hearings on calendar, the Parties respectfully submit this Joint Stipulation to apprise the Court of the status of this case in advance of the hearings.

IT IS SO STIPULATED.

DATED: November 4, 2026

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: _____
Cameron J. Davila

Attorneys for Defendants PACIFIC REPRODUCTIVE MEDICAL CENTER INC., and RIFAAT SALEM

DATED: November 4, 2026

LAWYERS FOR LEGAL RIGHTS LLP

By: */s/ Matthew Gutierrez*
Matthew Gutierrez

Attorneys for Plaintiff BENJAMIN MORENO

~~[PROPOSED]~~ ORDER AND JUDGMENT

Pursuant to the Joint Stipulation to Approve Settlement of Claims Brought Under the Private Attorneys General Act, Labor Code § 2698, *et seq*. ("PAGA") ("Stipulation") submitted by Plaintiff Benjamin Moreno ("Plaintiff") and Defendants Pacific Reproductive Medical Center, Inc. and Rifaat Salem (collectively, "Defendants") (Plaintiff and Defendants are referred to together herein as the "Parties"), the Declarations of Matthew Gutierrez and Jessica L. Campbell, and after considering the PAGA Settlement Agreement, attached as Exhibit A to the Stipulation, and the documents and evidence presented in support thereof, and recognizing the disputed issues involved in this case, the risks of further prosecution, the benefits to be received by the State of California and the PAGA Aggrieved Employees pursuant to the PAGA Settlement Agreement, the Court hereby makes a final ruling pursuant to Labor Code section 2699(s)(2) that the proposed PAGA Settlement Agreement is fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS the Parties' request for settlement approval of claims brought under PAGA, including reasonable attorneys' fees and costs and settlement administration expenses, and HEREBY ORDERS as follows:

1. All defined terms contained herein shall have the same meaning as set forth in the PAGA Settlement Agreement ("Settlement," "Settlement Agreement," or "Agreement") attached to the stipulation as **EXHIBIT A**.

2. The Court finds that Plaintiff has satisfied the prerequisites under California Labor Code § 2699.3(a), including but not limited to providing the California Labor and Workforce Development Agency ("LWDA") and Defendants notice of the specific provisions of the Labor Code alleged to have been violated, including but not limited to, the facts and theories to support the alleged violations.

3. The Court orders that Defendants will pay the Gross Settlement Amount of $105,000.00 to the Settlement Administrator in accordance with the funding timeline set out in the PAGA Settlement Agreement.

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4. The "Aggrieved Employees" covered under the Settlement consist of the following individuals: all persons employed by Defendants in California and classified as a non-exempt (hourly) employee who worked for Defendants during the PAGA Period (the "Aggrieved Employees" and/or "PAGA Settlement Members"). The PAGA Period means December 30, 2021 to the date the Court enters this Approval Order of the PAGA Settlement Agreement.

5. The Court finds that the Parties reached the Settlement as the result of arm's-length negotiations.

6. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate, and directs the Parties to effectuate the PAGA Settlement Agreement according to its terms.

7. The Court approves the payment of $35,000.00 to PAGA Counsel for attorneys' fees ("PAGA Counsel Fees Payment"). The Court also approves the payment of $16,292.81 to PAGA Counsel for litigation costs ("PAGA Counsel Litigation Expenses Payment"). The Court finds that the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to PAGA Counsel as provided for in the PAGA Settlement Agreement.

8. Pursuant to California Labor Code section 2699(s)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("PAGA Penalties"), determined that the PAGA Penalties are fair, just, reasonable, and adequate, and hereby approves the PAGA Penalties. The PAGA Penalties shall be the Gross Settlement Amount ($105,000.00) minus the above-approved PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, for a total of $51,207.19. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Penalties ($38,405.39) to the LWDA ("LWDA PAGA Payment") and twenty-five percent (25%) of the PAGA Penalties ($12,801.80) to the Aggrieved Employees ("Individual PAGA Payments"), consistent with this Order and the Settlement Agreement.

9. The Parties to this Action are directed to perform in accordance with the terms set forth in the Settlement Agreement.

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10. The Court hereby directs Phoenix Settlement Administrators to administer the Settlement and to make the payments as provided for in the PAGA Settlement Agreement. The Court approves the Administration Expenses Payment to Phoenix Settlement Administrators in the amount of $2,500.00.

11. The Court further finds that PAGA does not require that notice of the Settlement be provided to the Aggrieved Employees, however, the Settlement Administrator is ordered to distribute payments to Aggrieved Employees with a cover letter. The Court has reviewed and approved the Notice of PAGA Settlement and Release of Claims for distribution to the Aggrieved Employees at the same time that payments are distributed to Aggrieved Employees, attached to the stipulation as **EXHIBIT B**.

12. The Individual PAGA Payments will be based on the number of pay periods worked by each PAGA Settlement Member during the PAGA Period. The Administrator will calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employees' 25% share of the PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period. The resulting pay period value will then be multiplied by the number of PAGA Pay Periods worked by each PAGA Settlement Member to calculate their Individual PAGA Payment.

13. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid for 180 days after mailing. Funds remaining from any checks for Individual PAGA Payments uncashed after 180 days will be transmitted to the State Controller's Unclaimed Property Fund in the name of the affected Aggrieved Employee.

14. Conditioned upon Defendants' full payment of the Gross Settlement Amount, this Order and Judgment forever bars Plaintiff, the LWDA, the State of California, and any other representative, proxy, or agent thereof, including, but not limited to, any and all Aggrieved Employees, from pursuing any action against the Released Parties for any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Action, the Operative Complaint, PAGA Notice, and any amendments thereto, which occurred during the PAGA Period.

15. All Parties, Aggrieved Employees, the State of California, and the LWDA are hereby bound by the Settlement and its associated release of Released PAGA Claims. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

16. Nothing in this Order, the PAGA Settlement, nor any exhibit, document, or instrument delivered thereunder will be construed as an admission by Defendants in any way that the claims asserted have any merit or that this Action was properly brought as a representative action, and shall not be used as evidence of, or used against Defendants as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any allegation asserted by any person.

17. Notice of this Order and Judgment shall be given to the LWDA by submission through the online system established for the filing of notices and documents, within ten (10) calendar days after its entry, in conformity with Labor Code § 2699(s)(3).

18. In light of the approval of the PAGA Settlement Agreement which resolves this litigation in its entirety, this matter is hereby dismissed with prejudice. Without affecting the finality of this Order and Judgment and granting approval of PAGA Settlement Agreement in any way, the Court retains jurisdiction under California Code of Civil Procedure section 664.6 to enforce the terms of the PAGA Settlement Agreement.

IT IS SO ORDERED.

Dated: November 10, 2026

Dean J. Kitchens

Honorable Dean J. Kitchens
Judge of the Superior Court
Dean J. Kitchens / Judge

EXHIBIT A

PAGA SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the Action and Released PAGA Claims shall be settled and resolved subject to the following terms and conditions set forth herein. This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Benjamin Moreno ("Plaintiff"), for himself and on behalf of the State of California and other Aggrieved Employees pursuant to the California Private Attorneys General Act, and Defendant Pacific Reproductive Medical Center, Inc. and Rifaat Salem ("Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA cause of action alleging wage and hour violations against Defendants captioned *Benjamin Moreno v. Pacific Reproductive Medical Center, Inc., et al.* (LASC Case No. 23STCV09114) initiated on June 29, 2023 and pending in Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means **Phoenix Settlement Administrators**, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. "Aggrieved Employee" means a person employed by Defendants in California and classified as a non-exempt (hourly) employee who worked for Defendants during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

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

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means Cameron Davila of Ogletree Deakins.

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

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1.10. "Gross Settlement Amount" means ONE-HUNDRED FIVE THOUSAND DOLLARS $105,000.00 which is the total amount Defendants agree to pay under this Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

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

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

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

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

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Matthew Gutierrez, Esq., LAWYERS FOR LEGAL RIGHTS LLP, the attorneys representing the Plaintiff in the Action.

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

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

1.19. "PAGA Period" means the period from December 30, 2021 to the date the Court enters the Approval Order of the PAGA Settlement Agreement.

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

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

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

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1.23. “Plaintiff” means Benjamin Moreno, the named plaintiff in the Action.

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

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

1.26. “Released Parties” means: Defendants and each of its former and present directors, agents, administrators, representatives, officers, employees, shareholders, owners, members, attorneys, insurers, predecessors, successors, heirs, estates, powers-of-attorney, assigns, subsidiaries, parent companies, affiliates, and any individual or entity which could be jointly liable with Defendant.

1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.28. “Defendants” mean named Defendants Pacific Reproductive Medical Center, Inc. and Rifaat Salem.

2. RECITALS.

2.1. On April 24, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) Failure Overtime Wages; (2) Failure to Provide Meal and Rest Periods; (3) Waiting Time Penalties (Labor Code § 203); and (4) Failure to Provide Accurate Itemized Wage Statements. On June 29, 2023, Plaintiff filed a First Amended Complaint to add the PAGA claim. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on April 25, 2023, LWDA Case No. LWDA-CM-950890-23.

2.3. On January 22, 2025, the Parties participated in private mediation (the second of two separate sessions) presided over by Judge David Sotelo (Ret.) which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through formal discovery, data, records relating to hours worked and payroll, and also took depositions.

2.5. There was another separate lawsuit asserting a PAGA claim against Defendant Pacific Reproductive Medical Center, Inc. – *Tracy Shade v. Pacific Reproductive Medical Center, Inc., et*

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al. pending in the Los Angeles Superior Court (LASC Case No. 22STCV41033). The lawsuit was dismissed on June 17, 2025.

2.6. The Parties are aware of no other active PAGA claims that would be affected by this Agreement.

2.7. Following further negotiations, the parties reached an agreement in principle as to the Gross Settlement Amount on August 21, 2026 and agreed to fully and finally resolve the Action, including all claims that were or could have been brought therein, and the Released PAGA Claims as to Plaintiff, the State of California, and the Aggrieved Employees.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendants promise to pay $105,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To PAGA Counsel:

(a) Fees. PAGA Counsel Fees Payment of not more than thirty-three (33.33%) of the Gross Settlement Amount, which is calculated by multiplying 33.33% by the Gross Settlement Amount and is currently estimated to be $35,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment. If the Court approves a PAGA Counsel Fees Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment. The Administrator will pay the PAGA Counsel Fees Payment using one or more IRS 1099 Forms. The Parties acknowledge that payments shall be reported and taxed in accordance with applicable law, including 26 U.S.C. § 61(a), which provides that gross income includes all income from whatever source derived. Upon payment of the Court-approved PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Defendants shall have fully satisfied all obligations with respect to such payment. Any allocation or distribution of the payment among recipients shall be the responsibility of the recipients and shall not affect the finality of Defendants' payment obligations.

(b) Costs. PAGA Counsel Litigation Expenses Payment of not more than $16,292.81. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Litigation Expenses

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Payment less than the amounts requested, or declines to approve costs of related case PAGA counsel, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Expenses Payment using one or more IRS 1099 Forms.

(c) If the Court requests additional information supporting the request for the PAGA Counsel Fees Payment or the PAGA Counsel Litigation Expenses Payment, PAGA Counsel agrees to submit that information to the Court (i.e., explaining hours worked, tasks undertaken, hourly rate of attorneys and staff who worked on the case, and/or lodestar proffer). PAGA Counsel's refusal to submit additional information to the Court will be considered a waiver of its request for fees, and the Court has the authority to award any fee and expense payment that it believes is reasonable. Defendant will not oppose the request for the PAGA Counsel Fees Payment or the PAGA Counsel Litigation Expenses Payment consistent with this Agreement.

If the Court rules the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses, or Administrator Expenses Payment should be reduced, the other terms of the settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. A reduction to the fees, costs, or incentive award is not grounds for rescinding this Agreement. Plaintiff and PAGA Counsel fully understand and agree that a reduction of the PAGA Counsel Fees Payment or the PAGA Counsel Litigation Expenses Payment does not invalidate this Agreement. For avoidance of doubt, no law firm or attorney other than PAGA Counsel identified in Section 1.16 is entitled to any portion of the PAGA Counsel Fees Payment or the PAGA Counsel Litigation Expenses Payment under this Agreement. Additionally, *Arias v. Superior Ct.* (2009) 46 Cal. 4th 969 has authority over this Agreement.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $2,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $2,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $51,207.19 to be paid from the Gross Settlement Amount, with 75% ($38,405.39) allocated to the LWDA PAGA Payment and 25% ($12,801.80) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Consistent with California law, there shall be no right to opt out of the Settlement by Aggrieved Employees.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested,

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the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Data. Within 21 days after the Court approves this Settlement, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. Funding Condition Precedent. As a condition precedent to the enforceability of this Agreement, Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after executing this Agreement. This Agreement shall not become effective, enforceable, or valid until such condition precedent has been completed. If funding is not made as provided in this provision, this Agreement shall be deemed null and void. The Parties acknowledge and understand that the Administrator is directed to hold the Gross Settlement Amount in trust until the Effective Date. The Administrator shall not distribute any portion of the Gross Settlement Amount until 30 days after the Effective Date. If for any reason, Plaintiff or PAGA Counsel declares this Agreement null and void or fails to honor their obligations under this Agreement, the Gross Settlement Amount shall be immediately returned to Defendants. Additionally, if the Court does not grant approval of this PAGA Settlement, the Gross Settlement Amount shall be immediately returned to Defendants.

4.3. Payments from the Gross Settlement Amount. Within 30 days after the Effective Date, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, PAGA Counsel's Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

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

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

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences for PAGA penalties that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

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

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

5.4 Covenants and Representations by Plaintiff. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges, and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

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

6.1 Plaintiff's Responsibilities. The Parties will respectively prepare and deliver to each other documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)), including but not limited to, (i) a draft Approval Order; (ii) a signed declaration from the filing attorney attesting to its timely transmission to the LWDA of all necessary PAGA approval documents (Lab. Code, § 2699, subd. (s)(2)); and (iii) all supporting documents for approval of PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and Administrator Expenses Payment; and (iv) uploading a copy of the superior court's judgment and/or approval order of this PAGA Settlement to the LWDA website/portal for LWDA Case No. LWDA-CM-950890-23 within 10 days after receiving the entry of the judgment or order. If Defendants' Counsel is unable to upload the necessary documents to the LWDA website/portal for LWDA Case No. LWDA-CM-950890-23, PAGA Counsel agrees to upload the declaration attesting to the timely transmission to the LWDA of all necessary PAGA approval documents, including but not limited to, this Settlement Agreement and the Court's judgment or order approving this Settlement.

The Parties will first attempt to obtain approval by filing a Joint Stipulation for Court Approval of the PAGA Settlement ("Stipulation"), or if the Court requires, a Motion for Approval of the Settlement ("Motion"). Any party may file the PAGA motion, as there is no statute requiring any one party to be the filer. Plaintiff may file it or Defendants may file it. Neither Party will oppose a Motion for Approval of this PAGA Settlement that is consistent with the terms herein. The Parties agree to file and have heard the Stipulation or Motion for Approval of the PAGA Settlement prior to the outstanding motions currently set on November 12, 2026 (Plaintiff's Motion

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for Summary Judgment, Plaintiff's Discovery Motion, and Defendant's Motion to Enforce the Settlement). Once the Court grants approval of this PAGA Settlement, those motions will be vacated.

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

The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action with prejudice pursuant to the settlement (i.e., to terminate the Action by way of judgment or dismissal).

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together within 15 days of disagreement on behalf of the Parties by meeting over Zoom or by telephone, and in good faith, to resolve the disagreement.

If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together within 15 days of non-approval on behalf of the Parties by meeting over Zoom or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. Failure to request a meeting within 30 days of non-approval shall be deemed a waiver of this provision. Nevertheless, so long as the Party timely requests a meeting, it is not deemed a waiver of this provision.

If the Parties cannot come to an agreement on the any aspect of the proposed application or motion for approval of this settlement or how to address the Court's concerns, the Parties will stipulate to an informal conference with the Court to have any concerns or disagreements resolved by the Court. Except for the failure of one party to request a meeting within 30 days of non-approval, nothing in this Section 6.3 shall be construed as grounds for either Party to rescind or void this Agreement. Specifically, any disagreement on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, or the Court's request for changes/clarification to the Agreement is not grounds for either Party to rescind or void this Agreement.

6.4 Dismissal. The Settlement Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Settlement Agreement and the Court's orders within ten (10) business days of distributing all payments under

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the Settlement. To the extent required by the Court, Plaintiff's Counsel will file the declaration with the Court and required dismissal papers (i.e., a Request for Dismissal of the Action with prejudice) within ten (10) business days of receipt or as otherwise ordered by the Court. This Settlement Agreement is expressly conditioned upon the Court entering the dismissal or judgment of the Action in its entirety with prejudice. The dismissal will not release or bar any claims other than all claims as to Plaintiff pursuant to Cal. Code Civ. Proc. Section 1542, and the Released PAGA Claims as to Plaintiff, Aggrieved Employees, the LWDA, and State of California.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected **Phoenix Settlement Administrators** to serve as the Administrator and verified that, as a condition of appointment, **Phoenix Settlement Administrators** agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there are 61 Aggrieved Employees who worked an estimated 5,000 Pay Periods during the PAGA Period. If the number of Pay Periods during the PAGA Period exceeds 5,000 by more than ten percent (10%), the Gross Settlement Amount shall be increased on a pro rata basis per Pay Period exceeding the 10% increase (i.e., if the number increases by 11%, the Gross Settlement Amount shall be increased by 1%). Alternatively, Defendants will have the option to scale back the PAGA Period so as not to trigger the escalator.

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

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9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). Notwithstanding the foregoing, this Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

10.2 Integrated Agreement. Upon execution by all Parties, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Action, superseding any and all written or oral agreements, representations, warranties, covenants, or inducements made to or by any Party. Specifically, the Parties acknowledge that this Agreement supersedes the prior PAGA Settlement Agreement and Addendum signed by the Parties on or about April and May 2025. The Parties further each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action and Released PAGA Claims

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

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10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will within 30 days of inability to agree seek the assistance of a mediator and/or the Court for resolution. Failure to seek assistance within 30 days of inability to agree shall be deemed a waiver of this provision. Nevertheless, so long as the Party seeks assistance within 30 days, it is not deemed a waiver of this provision.

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

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Plaintiff and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the Settlement on their personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the Settlement. Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

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

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

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles. This Settlement Agreement shall be deemed to have been entered into in California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law.

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

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders

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entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Plaintiff and his respective counsel also will not post any information identifying Defendants by name about the settlement on social media or their firms' websites.

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

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

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

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

To Plaintiff:

Matthew Gutierrez, Esq.
LAWYERS FOR LEGAL RIGHTS LLP
6077 Coffee Rd., Suite 4
Bakersfield, CA 93308

To Defendants:

Cameron J. Davila, Esq.
Ogletree Deakins
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122

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

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10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. If Defendants do not comply with the condition precedent set forth in Section 4.2 of this Agreement then this stay provision becomes ineffective.

For avoidance of doubt, the Parties agree that the Action is automatically stayed once Defendants comply with Section 4.2. The Parties may file a formal stipulation to stay the Action and/or go ex parte to seek a stay. So long as Defendants comply with the condition precedent set forth in Section 4.2, PAGA Counsel will not oppose any motion or ex parte motion for a stay of the Action. The Parties agree to seek approval before the hearings on their pending motions and/or continue the pending motions to seek approval first, if needed.

10.18 No Impact on Employee Benefit Plans. Neither the Agreement nor any amounts paid to Plaintiff, any Aggrieved Employee, or the LWDA under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Defendants' benefit plan, policy, or bonus program. Defendants retain the right, if necessary, to modify the language of their benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

10.19 Continued Jurisdiction. The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, to the fullest extent of the law, shall retain exclusive and continuing jurisdiction over this Action, over all Parties, and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Settlement Agreement. In the event that a motion, action or proceeding is brought arising out of or related to this Agreement, the prevailing party shall be entitled to recover all of his/its costs and reasonable attorney's fees incurred or sustained in connection with such motion, action or proceeding.

10.20 Authorization to Enter into Binding Settlement Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through to bind him to the terms and conditions of this Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The

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Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms.

10.21 Acknowledgement of Mutual Drafting and that the Settlement is Fair, Adequate, and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable Settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement. The Parties are entering into this Agreement in good faith and with the full intention and willingness to have the Agreement approved by the Court.

10.22 Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

10.23 Severability. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

10.24 No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Aggrieved Employee to object to the Settlement, or appeal from the Judgment.

10.25 Denial of PAGA Settlement With Prejudice. If for any reason the Court denies the PAGA Settlement Approval Motion or Stipulation with prejudice, the Parties will stipulate that the case will be returned to its status as of August 2026. The Parties reserve all available defenses to the claims in the Action.

BENJAMIN MORENO

DATED: 10 / 20 / 2026

By: 

Doc ID: 73c90875323d7539ff55259f0165b56c73a489c4

Benjamin Moreno

RIFAAT SALEM AND PACIFIC REPRODUCTIVE MEDICAL CENTER, INC.

DATED: 10-17-26

By: _____

Rifaat Salem on behalf of himself and Pacific Reproductive Medical Center, Inc.

Doc ID: 73c90875323d7539ff55259f0165b56c73a489c4

EXHIBIT B

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Benjamin Moreno v. Pacific Reproductive Medical Center, Inc., et al.

Los Angeles Superior Court, Case No. 23STCV09114

TO: [Name of Current or Former Employee]

I. NOTICE OF PAGA SETTLEMENT

The Superior Court of California, County of Los Angeles (the "Court") approved a settlement in the above action filed by Plaintiff Benjamin Moreno ("Plaintiff"), a former employee of Pacific Reproductive Medical Center, Inc. ("PRMC"), against PRMC and Rifaat Salem ("Salem") (collectively, "Defendants"). The case is entitled *Benjamin Moreno v. Pacific Reproductive Medical Center, Inc., et al.*, Los Angeles Superior Court Case No. 23STCV09114 (the "Action"). You received this Notice because Defendants' records indicate that you were employed by Defendants in California and classified as a non-exempt (hourly) employee at some time between December 30, 2021 and [DATE OF APPROVAL ORDER] (the "PAGA Period"). Plaintiff filed the Action seeking to recover civil penalties for violations of the California Labor Code on behalf of the State of California, the California Labor and Workforce Development Agency ("LWDA"), and other Aggrieved Employees under the California Labor Code Private Attorneys General Act ("PAGA").

These civil penalties are based on Plaintiff's allegations that Defendants: (1) failed to pay overtime wages; (2) failed to provide meal and rest periods; (3) failed to timely pay all wages owed upon separation of employment (waiting time penalties under Labor Code § 203); and (4) failed to provide accurate itemized wage statements. The Court has made no ruling, and will make no ruling, on the merits of the Action and its allegations and claims. This Notice is not an expression of any opinion by the Court as to the merits of Plaintiff's claims. Defendants deny the allegations in the Action, deny any failure to comply with the laws identified in the Action, and deny any and all liability. The Settlement is a compromise of disputed claims and is not an admission by Defendants that any of the allegations have merit or that Defendants have any liability for any claims asserted.

As indicated above, you are receiving this Notice because you are in the group of employees referred to as "Aggrieved Employees," defined as all persons employed by Defendants in California and classified as non-exempt (hourly) employees who worked for Defendants during the PAGA Period. The Court approved the PAGA Settlement Agreement (the "Agreement" or "Settlement").

II. INDIVIDUAL PAGA PAYMENT

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. Under the Settlement, $51,207.19 is allocated to PAGA civil penalties, of which 75% ($38,405.39) is paid to the LWDA pursuant to Labor Code section 2699, subdivision (i), and 25% ($12,801.80) is distributed to Aggrieved Employees. Each Individual PAGA Payment was calculated on a *pro rata* (i.e., proportional) basis by dividing the Aggrieved Employees' 25% share of the PAGA penalties by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and multiplying the result by the number of pay periods you worked during the PAGA Period. Your Individual PAGA Payment will be reported on an IRS Form 1099, and you are responsible for any taxes owed on it. Under California law, Aggrieved Employees may not opt out of the Settlement.

III. RELEASE

By operation of the Settlement's terms, all Aggrieved Employees (including you), the LWDA, and the State of California are deemed to release, on behalf of themselves and their respective former and present

representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and each of their former and present directors, agents, administrators, representatives, officers, employees, shareholders, owners, members, attorneys, insurers, predecessors, successors, heirs, estates, powers-of-attorney, assigns, subsidiaries, parent companies, affiliates, and any individual or entity which could be jointly liable with Defendants ("Released Parties") from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the operative First Amended Complaint in the Action and Plaintiff's notice to the LWDA (LWDA Case No. LWDA-CM-950890-23) in connection with the Action, to recover civil penalties pursuant to PAGA for alleged violations by Defendants with respect to work performed for Defendants during the PAGA Period, and all claims for attorneys' fees and costs and statutory interest in connection therewith, which arose during the PAGA Period ("Released PAGA Claims"). The Settlement will bar you and any other Aggrieved Employee from proceeding with any claim under PAGA released by this Settlement.

REGARDLESS OF WHETHER YOU CASH THIS CHECK, YOU WILL HAVE RELEASED THE RELEASED PAGA CLAIMS DESCRIBED ABOVE. THE SETTLEMENT DOES NOT RELEASE ANY OTHER CLAIMS YOU MAY HAVE AGAINST PACIFIC REPRODUCTIVE MEDICAL CENTER, INC. OR RIFAAT SALEM.

IV. CONCLUSION/QUESTIONS

You will not be retaliated against for cashing your check. Checks that are not cashed by the void date printed on the check, which is 180 days after the date of mailing, will be voided, and the funds will be transmitted to the California Controller's Unclaimed Property Fund in your name. If you have any questions about this Notice, please contact the Settlement Administrator, Phoenix Settlement Administrators, at [TELEPHONE NUMBER], or the attorneys listed below.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE ACTION. PLEASE DO NOT CALL OR CONTACT THE COURT REGARDING THE CASE.

Attorneys representing Plaintiff Benjamin Moreno:

Matthew Gutierrez, Esq.
mg@LawyersforLegal.com
LAWYERS FOR LEGAL RIGHTS LLP
6077 Coffee Rd., Suite 4
Bakersfield, CA 93308
Telephone: (323) 676-6676

Attorneys representing Defendants Pacific Reproductive Medical Center, Inc. and Rifaat Salem

Cameron J. Davila, Esq.
Ogletree Deakins
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Telephone: (858) 652-3047