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(Additional Plaintiffs' counsel on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RICARDO F. FLORES, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

PASADENA HOSPITAL ASSOCIATION, LTD., a California corporation; and DOES 1 through 10, inclusive,

Defendants

SANDRA YVETTE LAGUNAS, STEPHANIE ESTELA CERTEZA, individually and on behalf of all others similarly situated,

Plaintiff(s),

v.

PASADENA HOSPITAL ASSOCIATION, LTD; a California nonprofit corporation and DOES 1 through 100,

Defendants,

Flores Case No.: 23STCV27387
Lagunas Case No. 23AHCV02007

[Assigned for all purposes to The Hon. Elihu M. Berle, Department 6]

DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[*Filed with Notice of Motion and Motion for Approval of Class Action and PAGA Settlement, Declarations of Janelle Carney and Manny Starr, Declarations of Plaintiffs, Declaration of Settlement Administrator, and [Proposed] Order Granting Plaintiff's Motion to Approve Settlement*]

PRELIMINARY APPROVAL HEARING:
Date: December 3, 2025
Time: 9:00 a.m.
Department: 6

Action Filed: November 7, 2023
PAGA Action Filed: September 9, 2023
Trial Date: None Yet

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Attorneys for Plaintiffs Sandra Yvette Lagunas and Stephanie Estela Certeza

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Ricardo F. Flores ("Plaintiff Flores" or "Flores") and the putative Class.

2. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

3. Plaintiff moves the Court for preliminary approval of the Class Action and PAGA Settlement Agreement ("Settlement Agreement") between Plaintiff Flores, Plaintiff Sandra Yvette Lagunas ("Plaintiff Lagunas" or "Lagunas"), Plaintiff Stephanie Estela Certeza ("Plaintiff Certeza" or "Certeza")(collectively, the "Plaintiffs") and Defendant Pasadena Hospital Association, Ltd. ("Defendant" and together with Plaintiffs, the "Parties"). A true and correct copy of the Settlement is attached hereto as **Exhibit 1**. The Settlement, which was reached after extensive discovery and analysis, and an arm's-length mediation, satisfies the criteria for settlement approval under California Law and provides substantial monetary payments to approximately 5,737 class members. Plaintiffs further move the Court for Certification of the putative Class and approval of the proposed Class Notice.

CASE BACKGROUND

4. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiffs seek to represent a class of non-exempt employees who work or worked for Defendant in California during the period from January 1, 2022 to February 1, 2026 (or the date of preliminary approval), for various alleged violations of the California Labor Code. The class period was limited to the January 1, 2022 date given the prior settlement in the *Cannon v. Pasadena Hospital Association, Ltd.,* Los Angeles County Superior Court Case No. 19STCV14554 matter which defined the class period as September 30, 2016 to December 31, 2021.

5. Defendant operates Huntington Hospital in Pasadena, CA. Defendant has employed Plaintiffs and other putative Class Members in California during the relevant period. Plaintiff Flores worked for

Defendant in California as a Patient Care Assistant from 2005 to October, 2025. I understand Plaintiff Lagunas worked for Defendant from September 16, 2021 through July 9, 2023 in admissions. I understand Plaintiff Certeza worked for Defendant from April 25, 2022 through May 19, 2023 in admissions. Plaintiffs were each classified as non-exempt and paid on an hourly basis during the entirety of their employment. Plaintiffs contend they and their coworkers were subjected to the same unlawful labor practices, including failure to pay minimum wages for all hours worked.

6. Plaintiffs' claim for unpaid wages stems from allegations that Defendant: (1) required Plaintiffs to work off-the-clock and uncompensated due to corporate policy regarding staffing levels and the nature of the job; (2) paid additional remunerations that were not incorporated into the regular rate of pay for purposes of paying overtime, meal premiums, or sick pay; (3) and through June, 2022, subjected Plaintiffs and the Class to a systematic and automatic rounding practice.

7. Plaintiffs also allege Defendant wrongfully failed to provide legally compliant meal and rest periods by failing to inform Plaintiffs and the Class of their right to take meal and rest periods, failing to keep adequate records or policies to verify that Plaintiffs and the Class were taking their meal and rest periods, by failing to have adequate policies and practices for authorizing and timing meal and rest periods, and by conducting. Further, Plaintiffs also bring derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

8. On or about November 7, 2023, Plaintiff Flores filed the instant class action, which in its consolidated and amended form alleges Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest breaks, (5) failed to indemnify necessary business expenses, (6) failed to timely pay final wages at termination, (7) failed to provide accurate and itemized wage statements, (8) engaged in unfair business practices, and (9) violated civil penalty provisions recoverable under PAGA. On August 31, 2023, Plaintiffs Lagunas and Certeza filed their Class Action and PAGA representative action on August 31, 2023, entitled *Lagunas v. Pasadena Hospital Association, LTD*, Los Angeles Superior Court Case No. 23AHCV02007 ("Lagunas Action"). The instant action and Lagunas Action were deemed related on May 6, 2025. At the time the court vacated the dates in the Lagunas Action and transferred the matter

to this court, the parties were in preparation for trial. The prior court bifurcated the trial into two phases, the individual wage claims for a jury trial and a subsequent phase for the PAGA trial. Phase 1 of the trial was set to start on January 13, 2026. Plaintiffs filed a Consolidated Complaint on October 13, 2025.

9. On or about November 5, 2023, Plaintiff Flores filed a claim with the Labor and Workforce Development Agency ("LWDA") as a prerequisite to adding a cause of action for penalties pursuant to the California Labor Code Private Attorneys General Act, Labor Code § 2698, et seq. Plaintiff Flores' administrative exhaustion period under PAGA expired without the LWDA indicating its intent to investigate the alleged violations. A true and correct copy of the letter filed with the LWDA and sent to Defendant is attached hereto as **Exhibit 2**. On October 22, 2025, Plaintiff Flores submitted the proposed settlement to the LWDA. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation of submission. I understand that Plaintiffs Lagunas and Certeza submitted their PAGA Notice to the LWDA on June 12, 2023.

10. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Specifically, Defendant contends (1) it provided the Class with all meal periods according to law; (2) it provided the Class with all rest periods according to law; (3) it did not fail to pay the Class the minimum wage; (4) it did not require or permit the Class to work off-the-clock, and paid the Class the overtime compensation to which they were entitled; (5) it did not require the Class to incur any business-related expenses; (6) it provided the Class with accurate itemized wage statements, consistent with Labor Code section 226; (7) it did not fail to timely pay the Class wages due and owing upon separation; (8) it did not violate Business & Professions Code sections 17200, *et seq.*; (9) the PAGA Group is not entitled to penalties under PAGA; and, (10) Defendant is not liable for damages, including unpaid wages, liquidated damages, statutory penalties, civil penalties, attorneys' fees, or costs of litigation to the Class. To the extent Plaintiff received wage statements that were allegedly inaccurate, Defendant asserts Plaintiff suffered no actual damage or harm as a result. (*See, e.g.*, *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) For these reasons, Defendant claims that it did not engage in any

unfair business practices and denies liability under PAGA. Defendant also maintains the claims are improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that could bar class certification or significantly reduce Defendant's overall liability.

11. To the best of my knowledge, other than the case titled *Joaquin Negrete v. Pasadena Hospital Association Ltd*., Los Angeles County Superior Court Case No. 25STCV00529 ("Negrete Action"), I am not aware of any individual, representative, or class action in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted in this action on behalf of a class or group of individuals who would also be members of the putative Class, as defined in this matter. I have come to this conclusion after a reasonable inquiry and review of the LWDA's PAGA Case Search website, this Court's case search website, and other information reasonably available online. Additionally, Defendant has not indicated there is any related case pending. As such, I am unable to name any case, the nature of any claims asserted in such case, or the definition of a class of parties on whose behalf any action was brought that would overlap with the putative Class, as defined in this matter, or would otherwise be extinguished or adversely affected by approval of this Settlement.

DISCOVERY AND INVESTIGATION

12. Following the filing of the complaint and after conducting extensive discovery, the Parties met and conferred regarding an agreement to mediate the claims. After the Court related the Lagunas Action, the Parties agreed to mediate the instant action and the Lagunas Action, on July 29, 2025, before Tripper Ortman. The Parties in the Lagunas Action and instant action had conducted formal discovery but further agreed to a protocol for an informal exchange of documents and information before the mediation. Prior to mediation, Plaintiffs obtained from Defendant, through both formal and informal discovery, voluminous documents and data that was necessary and helpful to evaluate the claims asserted in this action. Defendant produced written policies regarding Defendant's employment of Class Members as well as a sample of time and payroll records for Class Members, as well as information regarding the total number of current and former employees for the relevant time period which were reviewed, investigated, and analyzed by Class Counsel.

13. In preparation for mediation, Class Counsel reviewed and analyzed all the information and documents Defendant had provided. Class Counsel retained a statistics expert to analyze the sample records produced and prepare a damage analysis for trial and prior to mediation. The sample of time and pay records allowed Plaintiffs' expert to prepare an analysis with a high degree of certainty. In conjunction with their extensive factual investigation, Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Class Counsel were able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and risk-adjusted monetary exposure for all claims. Thus, Plaintiffs' and Class Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement Agreement.

SETTLEMENT NEGOTIATIONS

14. On July 29, 2025, the Parties participated in a full day of private mediation before Tripper Ortman, an experienced, professional, neutral, class action mediator. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, the Parties were not able to reach a settlement during the mediation. The Parties continued engaging in good-faith settlement discussions, and the Parties agreed to a settlement in principle based on a mediator's proposal, the material terms of which are encompassed within the Settlement Agreement.

15. No claim form is required in order for Settlement Class Members and/or Aggrieved Employees to receive payments. (*See generally* **Exhibit 1**.) Each Class Member who does not opt-out will be entitled to his or her pro rata share of the Net Settlement Amount that is directly proportional to the number of workweeks during which the Class Member worked for Defendant during the Class Period. (*Id.* at ¶ 3.2.4.) Likewise, each Aggrieved Employee will be entitled to his or her pro rata share of the PAGA Payment Share that is directly proportional to the number of pay periods during which the Aggrieved Employee worked for Defendant during the PAGA Period. (*Id.* at ¶ 3.2.5.1.)

16. The Settlement Agreement provides Defendant will not oppose a fee application of up to $625,000.00, or one-third (1/3) of the Gross Settlement Amount, for Class Counsel's attorneys' fees, plus reimbursement for out-of-pocket litigation costs not to exceed $40,000.00. (*Id.* at ¶ 3.2.2.) At this time, my firm has incurred $15,351.79 in costs. A true and correct copy of these litigation costs to date is attached hereto as **Exhibit 4**. In the event the amounts of costs and/or fees approved by the Court are less than the requested amounts, the difference will revert to Participating Class Members. (*Id.*)

17. The Settlement Agreement includes a Class Representative Service Payment, subject to the Court's approval, in addition to the amount each of the Plaintiffs is eligible to receive as a Class Member, in an amount up to $10,000.00 from the Gross Settlement Amount. (*Id.* at ¶ 3.2.1.) This enhancement award compensates each Plaintiff for their time and effort, as well as their exposure to substantial risk, in bringing and presenting the action, and for his general release of claims, both known and unknown, and waiver of Section 1542 rights. (*Id.* at ¶¶ 6.1, 6.1.1.) In the event that the amounts of the service award approved by the Court is less than the requested amount, the difference will revert to Participating Class Members. (*See id.* at ¶ 3.2.1.)

18. The Parties jointly agree to appoint Rust Consulting, Inc. as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.2.) The Settlement Agreement provides the Administrator will be paid a Settlement Administrator Payment from the Gross Settlement Amount in an amount estimated not to exceed $40,000.00 for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.3.) A true and correct copy of the bid as provided by Rust Consulting, Inc. is attached to the accompanying Declaration of Janelle Carney ("Carney Decl.") as Exhibit 1.

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

19. Class Counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing document and information exchange and on their own independent investigation and evaluation, Class Counsel are of the opinion that the proposed Settlement Agreement is fair, reasonable, and adequate. Furthermore, in light of all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses that Defendant may assert both to certification and on the merits (including that the individualized and testimony-intensive nature of the wage claims could bar class

certification or significantly reduce Defendant's overall liability), the Settlement Agreement is in the best interests of Class Members.

20. Based on Class Counsel's review of the time, payroll, and additional records and information provided by Defendant, on Plaintiffs' expert's analysis of the sample time and payroll records provided by Defendant, and on information provided by Plaintiff, Class Counsel evaluated and estimated Defendant's maximum and realistic exposure. According to the data Defendant provided at the time of mediation, during the Class Period, there were an estimated 5,737 Class Members who worked 1,887,252 shifts, approximately 552,366 workweeks, and a weighted average hourly regular rate of pay of $44.16. Additionally, Defendant's payroll data showed there were an estimated 2,187 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, and an estimated showed a total of 5,453 employees who worked a total of 256,414 pay periods falling within the one-year SOL period for inaccurate wage statement penalties and PAGA penalties.

Accordingly, I calculated Defendant's potential exposure as follows:

Claim	**Relevant Time Period**	**Rate**	**Number of Violations**	**Realistic Exposure Amount**
Unpaid Wages due to Off-the-Clock Work	552,366 workweeks / 1,887,252 shifts	$44.16 average hourly rate	314,542 unpaid hours (assumes 10 minutes per shift)	**$1,389,017.47 ***
Meal Period Premiums	552,366 workweeks / 1,887,252 shifts	$44.16 average hourly rate	1,041,510 meal period violations	**$2,299,654.08 ****
Rest Period Premiums	552,366 workweeks / 1,887,252 shifts	$44.16 average hourly rate	1,041,510 rest period violations during class period	**$2,299,654.08 ****
Labor Code § 203	Based on approx. 2,187 terminated class members within the 3-year SOL	$44.16 average hourly rate	Violation rate based on an average of 8 hours/day over 30 day statutory max.	**$1,158,856.10****

Labor Code § 226	Based on approx. 5,453 class members within the 1-year SOL	$50/$100 per initial pay period/$4,000 employee max.	Based on 256,414 pay periods within the 1-year SOL	**$784,742.50****
PAGA	Based on approx. 5,453 employees within the 1-year SOL	$100 per pay period	Based on 256,414 pay periods within the 1-year SOL	**$1,278,125.00****
Total				**$9,210,049.23**
* These figures are discounted based on a 10% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.[1]				

21. As discussed above, Plaintiffs' unpaid wage claim is due, in part, to allegations of uncompensated off-the-clock work as a result of unpaid wages stems from allegations that Defendant: (1) required Plaintiffs to work off-the-clock and uncompensated due to corporate policy regarding staffing levels and the nature of the job; (2) paid incentive pay that were not incorporated into the regular rate of pay for purposes of paying overtime, meal premiums, or sick pay; (3) and through June, 2022, subjected Plaintiffs and the Class to a systematic and automatic rounding practices. Based on information from Plaintiff, I assumed, for purposes of mediation, that each Class Member performed at least 10 minutes of off-the-clock work per shift, and thereby arrived at Defendant's maximum potential exposure of $13,890,174.72. However, Defendant argues employee timesheets accurately reflect work hours, that employees were compensated for all hours worked, and that Defendants did not require or permit the Class to work off the clock. Defendant argues that the incentive pay found in the payroll records are non-discretionary in nature. The potential rounding issue was corrected in June, 2022 after Defendant switched timekeeping systems. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing any off-the-clock time and resulting damages, especially

[1] A discount for risk at certification and trial is reasonable because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. (*See* Findings of the Study of California Class Action Litigation, 2000-2006, available at http:// www.courts.ca.gov/documents/class-action-lit-study.pdf.) Moreover, discounting is particularly warranted in this case because of the individualized and testimony-intensive nature of the wage claims that could bar or limit the likelihood of any recovery whatsoever.

with each Plaintiff's unique job duties. The number of Class Members with similar job duties to Plaintiff was limited. Although I believe there is merit to the off-the-clock claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to off-the-clock work. Therefore, I applied a 90% discount to the maximum exposure figure; accordingly, **I arrived at a realistic damage estimate of $1,389,017.47 for the off-the-clock claim.**

22. As discussed above, Plaintiffs' meal period claim is based on allegations that Class Members' meal breaks were often short, late, interrupted, and sometimes missed altogether. Plaintiffs and Class Members had to clock out and continue working due to a lack of coverage. Additionally, Plaintiffs claim that Defendant failed to adequately inform Plaintiff and the Class of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than ten hours of work, by the end of their tenth hour of work.

23. Based on information and analysis from the expert, I assumed, for purposes of mediation, approximately 1,041,510 meal break violations during the relevant period, resulting in Defendant's maximum potential exposure of $45,993,081.60. However, Plaintiffs' theory of liability carried risks of both non-certification and reduction on the merits. Defendant argued this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant meal periods and resulting damages. Defendant also claimed that employees were authorized and regularly took compliant meal periods. Moreover, Defendant argued that the majority of the Class signed meal break waivers for shifts between five (5) and six (6) hours and for second meal breaks for shifts between ten (10) and twelve (12) hours. Defendant also argued it paid a significant number of meal period premiums throughout the relevant time period. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods. Accordingly, Plaintiff discounted this

maximum amount by 95% for risk of non-certification and risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at an estimated exposure of **$2,299,654.08**.

24. As discussed above, Plaintiffs' rest period claim is based on allegations that Defendant failed to authorize and permit Plaintiffs and the Class to take timely and duty-free rest breaks, sometimes, but not always, requiring Plaintiffs and the Class to work in excess of 4 hours a day without authorizing and permitting the employees to take a 10-minute rest break. Additionally, Defendant failed to adequately inform Plaintiffs and the Class of their right to take a rest period, and had inadequate policies and practices for authorizing, permitting and tracking the timing of rest breaks. Based on Plaintiffs' analysis of Defendant's timekeeping records for the relevant period, Plaintiff calculated 1,041,510 missed rest breaks resulting in a maximum exposure of $45,993,081.60. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits, particularly as rest periods were not recorded. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to rest periods. Plaintiff's theory of liability also carried risks of both non-certification and reduction on the merits, based on Defendant's arguments. Accordingly, Plaintiff discounted this maximum amount by 95% for risk of non-certification and risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at an estimated exposure of **$2,299,654.08**.

25. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs estimates Defendant's maximum potential exposure, prior to risk-adjustment, is $64,434,472, which breaks down as follows: a $15,694,850.00 penalty for inaccurate wage statements based on approximately 5,453 Class Members within the 1-year SOL, and factoring in the $4,000 cap per employee under Section 226; $23,177,122 for waiting time penalties for approximately 2,187 terminated Class Members calculated on an average of 8 hours per day, $44.16 average hourly rate, for the statutory maximum of 30 days during the 3-year SOL; and $25,562,500.00 for PAGA penalties. Following the exchange of documents and other information provided by Defendant, Class Counsel estimated the following data points for the PAGA claims through the date of mediation: a total of 5,453 Aggrieved Employees during the PAGA period

through mediation, and 256,414 total pay periods during the PAGA period. The proposed Settlement allocates $187,500.00 to the PAGA claims, of which 75% will be paid to the California LWDA and 25% will be allocated to the Aggrieved Employees. I believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties and given Defendant's defenses, including that any failure to pay all final wages at the time of separation was not willful or intentional and that to the extent Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's overall liability for statutory and civil penalties. While the PAGA civil penalty would have a maximum value in the eight figures, this figure fails to acknowledge that courts have wide latitude to reduce the civil penalties "based on the facts and circumstances of a particular case" and if "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Labor Code § 2699(e)(2). Moreover, Defendant argued against the merits of the underlying claims and particularly that the "willfulness" standard and/or "good faith" defenses mitigated the civil penalty claims and rendered any such penalties as uncertain. Defendant also argued that it is improper to stack civil penalty claims on top of the underlying claim. As a result, Defendant argued that Plaintiff would not be entitled to recover more than one civil penalty per pay period per employee (regardless of whether there was one Labor Code violation or five) because this is improper "stacking." Furthermore, considering the underlying wage claims are realistically estimated to be $5,988,325.63, awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty (resulting in $784,742.50 for inaccurate wage statement penalties, $1,158,856.10 for waiting time penalties, and $1,278,125 for PAGA penalties) and accordingly arrived at **a realistic damage estimate of $3,221,723.60 for statutory and civil penalties**.

26. **Using these estimated figures, Plaintiffs predicted the *realistic* maximum recovery for all claims, including penalties, would be $9,210,049.23. This means the $1,875,000.00 maximum settlement figure represents roughly 20.36% of the realistic (*risk-adjusted*) maximum recovery.** This

is an excellent result for the Class, particularly because, under the proposed Settlement Agreement, Class Members will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

27. While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving the amounts of wages owed to each Class Member would be an expensive, time-consuming, and uncertain proposition.

28. Class Counsel are also of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiffs prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. Indeed, under Labor Code section 2699, subdivision (e)(2), a Court can reduce PAGA penalties "if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

29. The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiffs' claims. Furthermore, even if Plaintiffs were able to pursue their claims on a class-wide basis and obtain certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class.

30. This Settlement avoids the risks, burdens, and the accompanying expense of further litigation. Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis, they have not participated in formal discovery procedures. Moreover, preparation for class certification and a trial would remain for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs and/or any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

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31. **The Net Settlement Amount available for settlement payments is currently estimated to be $1,005,430.00 for an estimated Class size of 5,737 individuals**.[2] The amounts to Participating Class Members and Aggrieved Employees will vary based on each individual's duration of employment during the Class Period or PAGA Period, respectively. Thus, those who worked longer for Defendant during the relevant period will receive a benefit greater than the average estimated amount. At this time, the high and low range of payments to Class Members and Aggrieved Employees is unknown. These ranges will be calculated by the Settlement Administrator following preliminary approval and receipt and processing of the Class data, and will be provided to the Court with Plaintiff's motion for final approval.

32. The proposed settlement of $1,875,000.00 therefore represents a substantial recovery when compared to Plaintiffs' reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Settlement amount of $1,875,000.00 is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate.

THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

33. Throughout this litigation, Plaintiff Flores, who is a former employee of Defendant, has cooperated immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff Flores has provided valuable information regarding his hours worked, and what duties were performed during those hours. Plaintiff Flores also provided information regarding meal and rest periods taken and missed by Plaintiff Flores and other Class Members. Plaintiff Flores participated in the preparation of formal discovery responses to Defendant's requests and spent two full days preparing for and sitting for his deposition. Plaintiff Flores participated in decisions concerning this action, assisted in preparation for the mediation, and provided my office with the names and contact information of potential witnesses in this action. Before we filed this case, Plaintiff Flores worked with my office to determine the viability of his claims. Plaintiff Flores also provided information and documents relating to his employment

[2] The Net Settlement Amount is $1,875,000.00 less the following: $30,000.00 for the class representative payment, $27,000.00 for the Settlement Administrator Payment, $187,500.00 for the PAGA Payments to the LWDA and to Aggrieved Employees, $625,000.00 for Class Counsel's attorneys' fees, and up to $40,000.00 for Class Counsel's litigation costs. (Settlement Agreement, ¶¶, 3.2.)

by Defendant. The information and documentation provided by Plaintiff Flores was instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided for in the Settlement would have been impossible to obtain without his participation.

34. At the same time, Plaintiff Flores faced many risks in adding himself as the Class Representative in this matter. Plaintiff Flores faced actual risks to future employment, as putting himself on public record in an employment lawsuit could very well affect his likelihood of future employment. For example, a search of Plaintiff's name will reveal this action, and as a result, many employers may likely forego hiring Plaintiff in learning he sued a former employer.

35. In turn, Class Members now have the opportunity to participate in a settlement, reimbursing them for wage violations they may have never known about or been willing to pursue on their own. If each Class Member tried to pursue legal remedies on their own, it would have resulted in each individual having to expend a significant amount of their own monetary resources and time, not to mention limited judicial resources, which were obviated by Plaintiff Flores putting himself on the line on behalf of the Class.

36. In the final analysis, this class action would not have been possible without the aid of Plaintiff Flores, who put his own time and effort into this litigation and placed himself at risk for the sake of the Class. The requested service payment to Plaintiff for his service as the Class Representative is a relatively small amount of money considering the time and effort put into the litigation and in comparison to enhancements granted in other class actions. The requested service payment is therefore reasonable to compensate Plaintiff for his active participation in this lawsuit, in addition to his general release of claims, both known and unknown, and waiver of Section 1542 rights.

MY EXPERIENCE AND QUALIFICATIONS

37. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an Active Member in good standing continuously since then. I have been selected to Super Lawyers each year from 2019 to 2025.

38. I co-founded Moon & Yang, APC in March 2010. Our firm recently changed its named with the Secretary of State to Moon Law Group, PC. My practice is focused exclusively on advocating for the

rights of employees in wage and hour litigation, almost entirely in class and representative actions.

39. For the past decade, I have built my practice to have an emphasis on employment and related civil litigation cases and have both prosecuted and defended employment-related litigation cases. I have been heavily, successfully, and continuously involved in active litigation and trial work, and have conducted bench and jury trials on behalf of both employees and employers in wage and hour cases. My current billing rate is $950.00 per hour.

40. I am experienced in prosecuting and defending employment matters, particularly class actions as well as PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage and hour class action lawsuits pending in various counties throughout California, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc*. (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc*. (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) ($750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my $650 hourly rate in that case, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys"); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc*. (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137)

(class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc*. (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

DANIEL PARK'S EXPERIENCE AND QUALIFICATIONS

41. Daniel J. Park is a Senior Associate at Moon Law Group, PC. He received his undergraduate degree from New York University Stern School of Business and earned a Juris Doctorate from Boston College Law School. He was admitted to practice in California in 2010. He is admitted to practice in the Courts of the State of California. The focus of his practice is class action wage and hour law. He has worked on multiple class action cases that have been granted final approval, including *McKinnon, et al. v. Renovate America, Inc., et al.*, San Diego Case No. 37-2015-00038150-CU-OE-CTL, *Hollinger, et al. v. Safety Management Systems, LLC, et al.,* Kern County Superior Court Case No. S-1500-CV-284499, *Novak v. Midlands Management Corporation et al.,* Los Angeles County Superior Court Case No. BC567052, *Van Goey v. Pro's Choice Beauty Care, Inc.*, Los Angeles County Superior Court Case No. BC545400, *Zaydenberg v. Crocs Retail, Inc.*, Los Angeles County Superior Court Case No. BC554213, *Aceves et al. v. Cambro Manufacturing Company*, Orange County Superior Court Case No. 30-2015-00810013-CU-OE-CXC, *Hynick v. AmeriFirst Financial, Inc.*, Los Angeles County Superior Court Case No. BC573246, *Murillo v. W. A. Thompson, Inc*., Kern County Superior Court Case No. BCV-16-1019974, *Windham v. T.F. Louderback, Inc. dba Bay Area Beverage Company*, Contra Costa Superior County Case No. MSC16-00861, *Hernandez v. NuCO2 Management*, LLC, Kern County Superior Court Case No. BCV-17-102571, *Rafferty v. Academy Mortgage Corporation*, Sacramento County Superior Court Case No. 34-2016-00191285-CU-OE-GDS, *Torrez v. Freedom Mortgage Company*, San Bernardino County Superior Court Case No. CIVDS 1709351, *Madrigal v. Couch Distributing Company*,

Santa Cruz County Superior Court Case No. 15-CV-00439, *Hayes v. Advanced Drainage Systems, Inc*., Kern County Superior Court Case No. BCV-17-101019-SDS, *McCollumn v. Delta Tech Service, Inc*., Solano County Superior Court Case No. FCS049504, *Carr et al. v. American Security Products Company*, San Bernardino County Superior Court Case No. CIVDS1606769, *Carr v. So-Cal Structural Steel Fabrication, Inc.* San Bernardino County Superior Court Case No. CIVDS1605828, *John et al. v. Rival Well Services Incorporated* Kern County Superior Court Case No. BCV-15-100504, *Marking et al. v. Randy's Trucking, Inc.* Kern County Superior Court Case No. BCV-15-100180, *Navarro v. Trans-West Intermodal, Inc*. San Bernardino County Superior Court Case No. CIVDS1700850, *Ramirez v. Mashburn Transportation Services, Inc.,* Kern County Superior Court Case No. BCV-15-100591, *Vega et al. v. Advance Beverage Co, Inc.*, Kern County Superior Court Case No. BCV-16-100848, *Turner v. Alliance Residential, LLC*, Sacramento County Superior Court Case No. 34-2016-00199504-CU-OE-GDS, *Arman v. Circor Aerospace, Inc*., Riverside County Superior Court Case No. RIC1613578, *Bigby et al v. Eugene Burger Management Corporation* Sacramento County Superior Court Case No. 34-2015-00182515-CU-OE-GDS, *Garcia et al. v. Glide Rite* Los Angeles County Superior Court Case No. BC665485, *Lee v. Westside Habitats, LLC*, Los Angeles County Superior Court Case No. BC702296, *Morel et al. v. Aseptic Solutions USA Ventures, LLC*, Riverside County Superior Court Case No. RIC1711383, and *Orosco v. Visonary Home Builders of California*, Sacramento County Superior Court Case No. 34-2017-00210368-CU-OE-GDS. He was also certified as class counsel in *Hoffman v. Blattner Energy Inc.*, Central District of California Case No. EDCV 14-02195-DMG (DTBx), a case that was certified as a class action after a contested certification motion. Recently, Mr. Park was also certified as class counsel in the coordinated class action matter *In re: Arriaga and Associates Wage and Hour Cases* (Coordinated Case No. JCCP4980), a contested action that went to a jury trial resulting in a tentative judgment against the defendants of over $15 million.

42. Prior to joining Moon Law Group, PC. Mr. Park worked on both the plaintiff and defense side of employment litigation, at Justice Law Corporation, and Bradley Gmelich & Wellerstein LLP, respectively. At Justice Law Corporation, Mr. Park exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims and unfair business practices. Mr. Park

successfully handled more than one hundred California class and representative wage and hour actions. He worked on multiple consumer-side class action cases that have been granted final approval. At Bradley Gmelich & Wellerstein LLP, Mr. Park represented dozens of defendants in class action wage and hour cases and PAGA representative actions.

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

43. As demonstrated by the foregoing, my office is qualified to handle this litigation because we are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage and hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval. Including myself, Moon Law Group, PC is currently comprised of approximately thirty-three attorneys, all of whom are actively and continuously practicing employment litigation, representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a high level of knowledge and experience in the areas of wage and hour class, and PAGA actions, and labor and employment law generally.

44. Moon Law Group, PC has been engaged in the practice of employment and labor law for over a decade and presently focuses exclusively on plaintiffs' employment law. The firm and its lawyers have tried both bench and jury trials (representing both plaintiffs and defendants) relating to employment matters. As noted above, Moon Law Group, PC, has been appointed lead or co-lead class counsel in federal and state courts in California. The firm and its lawyers have successfully settled hundreds of cases during that time, including wage and hour class and/or PAGA actions.

45. The foregoing experience of myself and other attorneys of Moon Law Group, PC is helpful in assessing the reasonableness of settlements, such as the one at issue here, and from this experience Plaintiff's Counsel concluded that this litigation could not have been settled on better terms than provided under the proposed Settlement.

46. I do not believe that I, or any other attorneys of my firm, have any conflicts of interest with

the named Plaintiff, Aggrieved Employees, Class Members or the proposed Settlement Administrator. I am not related to Plaintiff. I respectfully submit that Moon Law Group, PC is competent and well suited to act as Plaintiff's Counsel in this action, and we have and will continue to vigorously represent the interests of the Class. We respectfully request to be appointed as Class Counsel for settlement purposes.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

47. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to $625,000.00, or one-third (1/3) of the Maximum Settlement Amount, plus reimbursement for actual litigation costs not to exceed $40,000.00. (Settlement Agreement at ¶ 3.2.2.) The proposed award of attorneys' fees to Class Counsel in this case can be justified under either the lodestar method or the percentage/common-fund recovery method. Class Counsel, however, intend to base the proposed award of fees on the percentage method as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

48. I am informed and believe that the fees and costs provision in the Settlement Agreement is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. Moreover, my office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

49. It is further estimated that my office will need to expend at least another 30 to 50 hours to monitor the process leading up to the final approval and payments made to the Class. My office also bears the risk of taking whatever actions are necessary should Defendant fail to pay.

50. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In such instance, we would have been left with no compensation for all the time taken in litigating this case due to the contingency fee arrangement. Indeed, I have taken on a number of class action cases that have resulted in thousands of attorney hours being expended and ultimately having the defendant company going bankrupt during litigation. The contingent risk in these types of cases is very real and occurs regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

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

52. As of the drafting of this motion, my office has incurred $15,351.79 in expenses litigating this Action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably necessary to the litigation and were actually incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement. In the event costs do not reach the maximum amount allowed in the Settlement Agreement, or in the event the Court approves less than the amount requested by Class Counsel, the difference will revert to Participating Class Members. (*See Id*.)

53. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome. My office's efforts included, without limitation, the following:

(a) Numerous interviews with Plaintiff and review of documents provided by him;

(b) Legal research and investigation regarding the Defendant's practices at numerous points in the litigation;

(c) Preparation and submission of Plaintiff's PAGA notice letter;

(d) Preparation, finalization, and filing of multiple drafts of the original class action complaint and subsequent first amended complaint;

(e) Extensive "meet and confer" correspondence and discussions with Defendant's counsel to obtain relevant documents and information through informal discovery;

(f) Contacting witnesses;

(g) Preparing and drafting formal discovery requests to Defendant;

(h) Meeting and conferring about Defendant's discovery responses, including preparation for and attendance at multiple informal discovery conferences;

(i) Preparation of responses to Defendant's discovery requests;

(j) Preparing Plaintiff for his deposition;

(k) Attending and defending Plaintiff's deposition;

(l) Analysis of the informal discovery production and preparation of a damages model with the aid of a statistics expert;

(m) Research and preparation of Plaintiff's mediation brief;

(n) Attendance and active participation at the full day of mediation;

(o) Drafting, negotiating, and reviewing multiple drafts of the Memorandum of Understanding and Settlement Agreement and attachments thereto; and

(p) Drafting the motion for preliminary approval and the accompanying filings.

54. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of $1,875,000.00 to compensate Class Members for Defendant's alleged wage and hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

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

Executed on October 22, 2025, at Los Angeles, California.

Kane Moon

EXHIBIT 1

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

SANDRA YVETTE LAGUNAS and STEPHANIE ESTELA LIBRADO CERTEZA, individually and on behalf of all others similarly situated, Plaintiffs, v. PASADENA HOSPITAL ASSOCIATION, LTD; and DOES 1 to 100, Defendants.	Lagunas Case No.: 23AHCV02007 Flores Case No.: 23STCV27387 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT** Lagunas Action filed: August 31, 2023 Flores Action filed: November 7, 2023
RICARDO F. FLORES, individually, and on behalf of all others similarly situated, Plaintiff, vs. PASADENA HOSPITAL ASSOCIATION, LTD., a California corporation; and DOES 1 through 10, inclusive, Defendants	

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This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Sandra Yvette Lagunas, Stephanie Estela Librado Certeza, and Ricardo F. Flores ("Plaintiffs") and Defendant Pasadena Hospital Association, Ltd. (hereinafter referred to as "PHA" or "Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties."

1. DEFINITIONS.

1.1. "Action" means the Plaintiffs' lawsuits alleging wage and hour violations against PHA captioned Sandra Lagunas and Stephanie Certeza v. Pasadena Hospital Association, Ltd., Los Angeles County Superior Court, Case No. 23AHCV02007, filed on August 31, 2023, and Flores v. Pasadena Hospital Association, Ltd., Los Angeles County Superior Court Case No. 23STCV27387, filed on November 7, 2023, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means Rust Consulting, Inc., 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 Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means an hourly non-exempt employee employed by PHA during the PAGA Period. The "PAGA Period" is defined to mean the period from June 12, 2022, through February 1, 2026, or Preliminary Approval of the settlement, whichever comes first.

1.5. "Class" means all non-exempt employees working for Defendant during the Class Period defined as January 1, 2022, through February 1, 2026, or Preliminary approval whichever comes first.

1.6. "Class Counsel" means Janelle Carney of Janelle Carney – Attorney at Law, APC, Manny Starr and Rebecca Harteker of Frontier Law Center, and Kane Moon and Daniel Park of Moon Law Group, PC.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment"

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mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in PHA's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Shifts and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member 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 Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit 1 and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from January 1, 2022 to February 1, 2026, or preliminary approval, whichever comes first.

1.13. "Class Representative" means the named Plaintiffs in the operative consolidated complaint filed concurrently herewith.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Consolidated Complaint" means the complaint filed by Plaintiffs onOctober 10, 2025 consolidating their two separate actions.

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

1.17. "PHA" means named Defendant Pasadena Hospital Association, Ltd.

1.18. "Defense Counsel" means Sheppard, Mullin, Richter & Hampton, LLP.

1.19. "Effective Date" means the Settlement "becomes final" only after the Court grants

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the Motion for Final Approval and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the sixty-first (61st) day following Notice of Entry of the Court's Order and/or Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment. (iv) If no person objects or intervenes in the action, the Judgment is final as of the date of the Judgment entered.

1.20. "Final Approval" means the Court's order granting final approval of the Settlement.

1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.22. "Final Judgment" means the Judgment Entered by the Court upon granting Final Approval of the Settlement.

1.23. "Gross Settlement Amount" means One Million Eight Hundred Seventy-Five Thousand Dollars and No Cents ($1,875,000.00) which is the total amount PHA agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator's Expenses.

1.24. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Shifts worked during the Class Period.

1.25. "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 worked during the PAGA Period.

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

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

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

1.29. "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, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31. "PAGA Pay Period" means the number of shifts worked by an Aggrieved Employee during the PAGA Period divided by 10.

1.32. "PAGA Period" means the period from June 12, 2022, to February 1, 2026, or preliminary approval, whichever occurs first.

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

1.34. "PAGA Notice" means Plaintiffs' June 12, 2023 letter to PHA and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($46,875.00) and the 75% to LWDA ($140,625.00) in settlement of PAGA.

1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. "Plaintiffs" means Sandra Yvette Lagunas, Stephanie Estela Librado Certeza, and Ricardo F. Flores, the named plaintiffs in the Consolidated Actions.

1.38. "Preliminary Approval" means the Court's order granting Preliminary Approval of the Settlement.

1.39. "Preliminary Approval Order" means the proposed order granting Preliminary

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Approval and Approval of PAGA Settlement.

1.40. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.

1.42. "Released Parties" means: PHA and each of its past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, plans, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies, common law employers, potential and alleged common law employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, contractors, affiliates service providers, alter-egos, potential and alleged alter-egos, vendors, , any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns.

1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.45. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.46. "Shifts" is defined as the Settlement Class Member's total number of shifts worked

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during the Class Period.

2. RECITALS.

2.1. On August 31, 2023, Plaintiffs Lagunas and Certeza commenced this Action by filing a Complaint alleging causes of action against PHA. On November 7, 2023, Plaintiff Flores filed an action entitled Flores v. Pasadena Hospital Association Ltd. Thereafter, pursuant to the parties' agreement to work together, Plaintiffs filed a Consolidated Complaint on October 7, 2025. PHA denies the allegations in the Consolidated Complaint, denies any failure to comply with the laws identified in in the Consolidated Complaint and denies any and all liability for the causes of action alleged.

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

2.3. On July 29, 2025, the Parties participated in an all-day mediation presided over by Tripper Ortman, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, the sampling of data and total shift counts through July 2025. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk*/*Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement, other than the Joaquin Negrete v. Pasadena Hospital Association, Ltd., Los Angeles County Superior Court Case No. 25STCV00529.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, PHA promises to pay $1,875,000,00, and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. PHA has no obligation to pay the Gross Settlement Amount (or any payroll taxes)

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prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to PHA.

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 Plaintiff: Class Representative Service Payment to the Class Representative of not more than $10,000.00 each (in addition to any Individual Class Payment [and any Individual PAGA Payment] the Class Representative is entitled to receive as a Participating Class Member). PHA will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.333%, which is currently estimated to be $625,000.00 and a Class Counsel Litigation Expenses Payment of not more than $40,000.00. PHA will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment

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and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds PHA harmless, and indemnifies PHA, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $27,000.00, 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 $27,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of shifts worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's shifts.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class

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Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $187,500 to be paid from the Gross Settlement Amount, with 75% ($140,625) allocated to the LWDA PAGA Payment and 25% ($46,875) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties $46,875 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.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, 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. Class Shifts worked and Aggrieved Employee Pay Periods. Based on a review of its records to date, PHA estimates there are 5,737 Class Members who collectively worked a total of 1,887,252 Shifts, and 5,453 of Aggrieved Employees who worked a total of 256,414 PAGA Pay Periods.

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4.2. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, PHA will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. PHA has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which PHA must send the Class 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 Class Data.

4.3. Funding of Gross Settlement Amount. PHA shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay PHA's share of payroll taxes by transmitting the funds to the Administrator no later than fifteen (15) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fifteen (15) days after PHA funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments, and/or Individual PAGA Payments and send them to the Class Members 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

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voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without USPS forwarding address. Within seven (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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or 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 Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate PHA to confer any additional benefits or make any additional

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payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS.

Effective on the date when PHA fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiffs' Release. The named Plaintiffs Lagunas, Certeza, and Flores, and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to their employment with Defendant and their compensation while an employee of Defendant ("Plaintiffs' Released Claims"). Plaintiffs' Released Claims include, but are not limited to, all claims asserted in the Action, as amended, arising from or related to the Action, and/or could have been raised in the Action based upon the facts and causes of action alleged. Plaintiffs' Released Claims include, but are not limited to, all claims for unpaid wages, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; failure to pay sick pay; failure to pay vacation/PTO; wage statements; deductions; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Released Claims include all claims arising under the California Labor Code (including, but not limited to, sections

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200, 201, 201.3, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3; 245, 245.5, 246, 246.5, 248.5, 256, 510, 511, 512, 515, 516, 550, 551, 552, 554, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 2698, et seq., 2699, et seq., and 2802); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 8 CCR § 11050; California Code of Civil Procedure § 1021.5; the California common law of contract; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.* ("ERISA"). Plaintiffs' Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law. In addition, this release shall not prevent or stop Plaintiff Flores from continuing his ongoing workers' compensation claim against PHA case nos.: ADJ17324317, ADJ17395237, and ADJ17394465. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additionalfacts or Plaintiffs' discovery of them.

6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish 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

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settlement with the debtor or Released Party

6.2 Release by Participating Class Members Who Are Not Aggrieved Employees:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Consolidated Complaint and ascertained in the course of the Action, including, e.g., all claims for unpaid wages, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; wage statements; deductions; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs ("Class Released Claims"). The Class Released Claims include all claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3; 256, 510, 511, 512, 515, 516, 550, 551, 552, 554, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 2698, et seq., 2699, et seq., and 2802)); the Wage Orders of the California Industrial Welfare Commission; 8 CCR § 11050; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200, *et seq.*; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*; and federal common law. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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6.3 Release by Aggrieved Employees:

All Participating and Non-Participating Class Members who are Aggrieved Employees 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 Consolidated Complaint, and the PAGA Notice and ascertained in the course of the Action, including, all claims for unpaid wages, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; wage statements; deductions; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs (the "PAGA Released Claims"). The PAGA Released Claims include all claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3; 256, 510, 511, 512, 515, 516, 550, 551, 552, 554, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 2698, et seq., 2699, et seq., and 2802)); the Wage Orders of the California Industrial Welfare Commission; 8 CCR § 11050; the California Private Attorneys General Act of 2004 ("PAGA"). The PAGA Released Claims include all of the foregoing and any and all claims asserted in the notice to the California Labor Workforce Development Agency ("LWDA"). This release excludes the release of claims not permitted by law.

Regardless of whether they opt-out of the Settlement, PAGA Settlement Members will

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release all claims for civil penalties under PAGA asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, or the PAGA letter sent to the LWDA on Plaintiffs' behalf, as amended, or that could have been raised in the Action, as amended, or the PAGA letter sent to the LWDA on Plaintiffs' behalf, as amended, based on the facts and claims alleged during the PAGA Period.

7. MOTION FOR PRELIMINARY APPROVAL.

The Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

7.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts

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relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement other than the January 2025 Negrete Action.

7.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.3 Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary 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.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Rust Consulting, Inc. ("Rust"), to serve as the Administrator and verified that, as a condition of appointment, Rust 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.

8.2 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.

8.3 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.

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8.4 Notice to Class Members.

8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Shifts worked, and Pay Periods in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than fifteen (15) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit 1. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Shifts and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Shifts worked and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the forty five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The

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Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, PHA or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely emailed or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall

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be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Shifts worked. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Shift counts and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Shift counts contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Shifts and/or Pay Periods shall be final and not appealable or otherwise susceptible

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to challenge. The Administrator shall promptly provide copies of all challenges to calculation of shifts and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 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.

8.8.1 Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for

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submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Shift counts and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Shift count and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Shift counts and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or

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invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE]

Based on its records, PHA estimates that, as of the date of the Mediation, (1) there are 5,737 Class Members and 1,887,252 Total Shifts during the Class period and (2) there are 5,453 Aggrieved Employees who worked 256,414 Pay Periods during the PAGA Period.

Plaintiffs have extrapolated the number of shifts based on the Defendant's representation that there are 1,887,252 shifts worked as of the mediation. Plaintiffs have extrapolated total shifts through January 31, 2026 for a total of 2,179,500 shifts. If the total shift count exceeds this extrapolated figure by over 10% as a result of inaccurate data from the defendant, the Plaintiffs have the right to withdraw from the settlement.

10. PHA'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, PHA may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if PHA withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, PHA will remain responsible for paying all Settlement

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Administration Expenses incurred to that point. PHA must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 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 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector 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.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification 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 PHA

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that any of the allegations in the Consolidated Complaint have merit or that PHA has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that PHA's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, PHA reserves the right to contest certification of any class for any reasons, and PHA reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest PHA's 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).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, PHA and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, PHA and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and PHA, 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.

13.6 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 seek the assistance of a mediator and/or the Court for resolution.

13.7 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.

13.8 No Tax Advice. Neither Plaintiffs, Class Counsel, PHA 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

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Part 10, as amended) or otherwise.

13.9 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.

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

13.11 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.

13.12 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.

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

13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by PHA 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 date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from PHA unless, prior to the Court's discharge of the Administrator's obligation, PHA makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

13.15 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.

13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement

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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.

13.17 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 Plaintiffs:

Manny Starr
manny@frontierlawcenter.com
Rebecca Leigh Harteker
rebecca@frontierlawcenter.com
FRONTIER LAW CENTER
6200 Canoga Ave., Suite 470
Woodland Hills, CA 91367
Telephone: (818) 914-3433

Janelle Carney
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E
Chino Hills, CA 91709
Telephone: (909) 521-9609
Janelle@JanelleCarneyLaw.com

Kane Moon
E-mail: kmoon@moonlawgroup.com
Daniel J. Park
E-mail: dpark@moonlawgroup.com
Michael Citrin
E-mail: mcitrin@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128

To PHA:

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
Richard J. Simmons, Cal. Bar No. 72666
rsimmons@sheppardmullin.com
Tyler J. Johnson, Cal. Bar No. 307386
tjjohnson@sheppardmullin.com
Chenxi Lu, Cal Bar No. 334250
ablu@sheppardmullin.com
350 South Grand Avenue, 40th Floor
Los Angeles, CA 90071-3460
Telephone: 213.620.1780

13.18 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.

13.19 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.

Dated: _____ _____ Plaintiff, Sandra Yvette Lagunas	Dated: 10/22/2025 DocuSigned by: Terence Ou 58CC4915259844B... Terence Ou, VP Enterprise Compliance, Risk, and Support Services for Defendant, Pasadena Hospital Association, Ltd.
Dated: _____ _____ Plaintiff, Stephanie Estela Librado Certeza	Dated: 10/22/2025 DocuSigned by: Tyler Johnson 3D7953432F004E6... Counsel for Defendant, Pasadena Hospital Association, Ltd.
Dated: _____ _____ Plaintiff, Ricardo F. Flores	Dated: _____ _____ Manny Starr, Counsel for Plaintiffs
Dated: _____	Dated: _____

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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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Dated: 10/21/2025 DocuSigned by: SANDRA LAGUNAS 1E504BC9052D457... Plaintiff, Sandra Yvette Lagunas	Dated: _____ _____ [Name and Title] for Defendant, Pasadena Hospital Association, Ltd.
Dated: 10/21/2025 DocuSigned by: Stephanie Estela Librado Certeza D84229D4BE64400... Plaintiff, Stephanie Estela Librado Certeza	Dated: _____ _____ Counsel for Defendant, Pasadena Hospital Association, Ltd.
Dated: _____ _____ Plaintiff, Ricardo F. Flores	Dated: 10/22/2025 Signed by: Manny Starr A415CAEADA8746A... Manny Starr, Counsel for Plaintiffs
Dated: 10/21/25	Dated: _____

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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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Dated: _____ _____ Plaintiff, Sandra Yvette Lagunas	Dated: _____ _____ [Name and Title] for Defendant, Pasadena Hospital Association, Ltd.
Dated: _____ _____ Plaintiff, Stephanie Estela Librado Certeza	Dated: _____ _____ Counsel for Defendant, Pasadena Hospital Association, Ltd.
Dated: 10/21/2025 Signed by: _____ 67A961137D6B411... Plaintiff, Ricardo F. Flores	Dated: _____ _____ Manny Starr, Counsel for Plaintiffs
Dated: _____	Dated: 10/21/25

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Janelle Carney, Counsel for Plaintiffs	Daniel Park, Counsel for Plaintiffs

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Janelle Carney, Counsel for Plaintiffs	Daniel Park, Counsel for Plaintiffs

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EXHIBIT 1

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Janelle Carney (State Bar No. 201570)
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E
Chino Hills, CA 91709
Telephone: (909) 521-9609
Email: Janelle@JanelleCarneyLaw.com

Manny Starr (State Bar No. 319778)
manny@frontierlawcenter.com
Rebecca Leigh Harteker (State Bar No. 349793)
rebecca@frontierlawcenter.com
FRONTIER LAW CENTER
6200 Canoga Ave., Suite 470
Woodland Hills, CA 91367
Telephone: (818) 914-3433/ Facsimile (818) 914-3433
Attorneys for Plaintiffs Lagunas and Certeza
(*Additional counsel listed on next page*)

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

SANDRA YVETTE LAGUNAS and STEPHANIE ESTELA LIBRADO CERTEZA, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

PASADENA HOSPITAL ASSOCIATION, LTD; and DOES 1 to 100,

Defendants.

RICARDO F. FLORES, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

PASADENA HOSPITAL ASSOCIATION, LTD., a California corporation; and DOES 1 through 10, inclusive,

Defendants

Lagunas Case No.: 23AHCV02007
Flores Case No.: 23STCV27387

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Lagunas Action filed: August 31, 2023
Flores Action filed: November 7, 2023

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Los Angeles, California 90017
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Attorneys for Plaintiff Ricardo F. Flores

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COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

(Lagunas v. Pasadena Hospital Association, Ltd., August 31, 2023, Case No. 23AHCV02007)

(Flores v. Pasadena Hospital Association, Ltd., November 7, 2023, Case No. 23AHCV02007)

Consolidated Action filed: October 7,2025

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Pasadena Hospital Association, Ltd. ("PHA" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by three (3) former PHA employees Sandra Yvette Lagunas, Stephanie Estela Librado Certeza, and Ricardo F. Flores ("Plaintiffs") and seeks payment of (1) wages and penalties for alleged violations of the Labor Code on behalf of a class all non-exempt employees who worked for PHA during the Class Period (January 1, 2022 to February 1, 2026, or preliminary approval, whichever comes first);

The proposed Settlement is a Class Settlement requiring PHA to fund Individual Class Payments.

Based on PHA's records, and the Parties' current assumptions, your Individual Class Payment is estimated to be $_____ (less withholding). The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on PHA's records showing that you worked _____ shifts during the Class Period. If you believe that you worked more shifts during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and

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Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires PHA to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against PHA.

If you worked for PHA during the Class Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage-related claims against PHA.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage-related claims against PHA.

PHA will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against PHA that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
Participating Class Members Can Object to the Class Settlement but not the PAGA	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to

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Settlement **Written Objections Must be Submitted by _____**	finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Shifts **Written Challenges Must be Submitted by _____**	The amount of your Individual Class Payment depends on how many shifts you worked at least one day during the Class Period. The number Class Period shifts you worked according to PHA's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former PHA employees. The Action accuses PHA of violating California labor laws by failing to provide meal and rest periods, pay overtime, reimburse business expenses, provide accurate itemized wage statements, and timely pay all wages. Plaintiffs are represented by the following attorneys in the Action: Janelle Carney of Janelle Carney – Attorney at Law, APC, Manny Starr and Rebecca Harteker of Frontier Law Center, and Kane Moon and Daniel Park of Moon Law Group, PC ("Class Counsel."). PHA strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether PHA or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and PHA hired an experienced, neutral mediator, Tripper Ortman, in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and PHA have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, PHA does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) PHA has agreed to pay a fair, reasonable and adequate amount considering the potential strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. PHA will pay One Million Eight Hundred Seventy-Five Thousand Dollars and No Cents ($1,875,000.00) as the Gross Settlement Amount (Gross Settlement). PHA has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, PHA will fund the Gross Settlement not more than 15 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval

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Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to $625,000.00 (33.333% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $40,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $10,000.00 (total of $30,000.00) as a Class Representative Award to each Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

C. Up to $27,000.00 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Shifts.

4. Taxes Owed on Payments to Class Members. Plaintiff and PHA are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. PHA will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and PHA have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments

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received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class 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 money 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.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against PHA.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and PHA have agreed that, in either case, the Settlement will be void: PHA will not pay any money and Class Members will not release any claims against PHA.

8. Administrator. The Court has appointed a neutral company, Rust Consulting, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Shifts, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

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9. Participating Class Members' Release. After the Judgment is final and PHA has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against PHA or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members, who **are not** Aggrieved Employees, will be bound by the following release:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release PHA and each of its past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, plans, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies, common law employers, potential and alleged common law employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, , any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns (collectively, the "Released Parties") from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Consolidated Complaint and ascertained in the course of the Action, including, e.g., all claims for unpaid wages, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; wage statements; deductions; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs ("Class Released Claims"). The Class Released Claims

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include all claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3; 256, 510, 511, 512, 515, 516, 550, 551, 552, 554, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 2698, et seq., 2699, et seq., and 2802)); the Wage Orders of the California Industrial Welfare Commission; 8 CCR § 11050; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200, et seq.; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.; and federal common law. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and PHA has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against PHA, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against PHA or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees 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 and ascertained in the course of the Action, including, all claims for unpaid wages, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-

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the-clock work; failure to reimburse business expenses; wage statements; deductions; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs (the "PAGA Released Claims"). The PAGA Released Claims include all claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3; 256, 510, 511, 512, 515, 516, 550, 551, 552, 554, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 2698, et seq., 2699, et seq., and 2802)); the Wage Orders of the California Industrial Welfare Commission; 8 CCR § 11050; and the California Private Attorneys General Act of 2004 ("PAGA"). The PAGA Released Claims include all of the foregoing and any and all claims asserted in the notice to the California Labor Workforce Development Agency ("LWDA"). This release excludes the release of claims not permitted by law.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of shifts worked by all Participating Class Members, and (b) multiplying the result by the number of shifts worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($46,875) 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. PAGA Period Pay Periods will be determined by dividing the number of shifts worked by 10. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3. Shift/ Pay Period Challenges. The number of Class Shift counts and PAGA Pay Periods (if any) you worked during the Class Period, as recorded in PHA's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Shifts. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The

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Administrator will accept PHA's calculation of Shifts based on PHA's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Shift challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and PHA's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out). **Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Pasadena Hospital Association Class Action Settlement, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and PHA are asking the Court to approve. At least sixteen (16) court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees,

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Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website: https://www.lacourt.ca.gov/paos/v2web3/DocumentImages, and enter case number 23STCV27387.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Pasadena Hospital Association Class Action Settlement and include your name, current address, telephone number, and approximate dates of employment for PHA and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either

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personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the court's website https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything PHA and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access) and entering the Case Number for the Action, Case No. 23STCV27387. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

Janelle Carney (State Bar No. 201570)
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E
Chino Hills, CA 91709
Telephone: (909) 521-9609
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MOON LAW GROUP, PC
725 S. Figueroa St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128

Settlement Administrator:
Name of Company: Rust Consulting, Inc.
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the State of California Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

MOON LAW GROUP, PC
ATTORNEYS AT LAW
WWW.MOONYANGLAW.COM

1055 W. SEVENTH ST., SUITE 1880
LOS ANGELES, CALIFORNIA 90017
TELEPHONE: (213) 232-3128
FACSIMILE: (213) 232-3125

Kane Moon, Esq.
Kmoon@moonlawgroup.com

November 5, 2023

VIA ONLINE SUBMISSION
Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL
Pasadena Hospital Association, Ltd.
100 W. California Blvd.
Pasadena, CA 91105

Notice of Labor Code Violations and PAGA Penalties

Re: ***Ricardo F. Flores v. Pasadena Hospital Association, Ltd.***

To Whom It May Concern:

Please be advised that my office has been retained by Ricardo F. Flores ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Pasadena Hospital Association, Ltd. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendantis subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as a nursing assistant during the statutory period, primarily in Los Angeles County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 to 6 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff and the Aggrieved Employees were required to work "off the clock" and uncompensated. For example, Plaintiff and the Aggrieved Employees were required to wait in line in order to clock into work and when returning from meal breaks, off the clock and uncompensated. Plaintiff and the Aggrieved Employees were further required to arrive to work early in order to be prepared to work by the scheduled shift time, and were reprimanded if they were not ready by that time, which included to clock into work. Also throughout the statutory period, Plaintiff and the Aggrieved Employees received non-discretionary bonuses, shift differentials, and other remuneration. However, Defendants failed to incorporate all remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay, and sick day rate of pay, leading to underpayment to Plaintiff and the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours).

Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement, which included the occasional use of personal cellular telephones for work purposes. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendant terminated, he was

owed vacation wages at his true final wage rate on his final pay check from Defendant even though he had accrued unused vacation time. On information and belief, Defendant's failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant'sconduct violates Labor Code §§ 201 and 202.Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendantthe greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding $4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code § 227.3 by failing to pay all vacation wages at termination;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. Labor Code § 204 by failing to pay all earned wages two times per month.

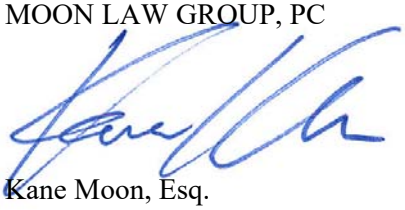
Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to itscorporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

MOON LAW GROUP, PC



Kane Moon, Esq.
Attorney at Law

EXHIBIT 3

From: no-reply@formassembly.com
To: Daniel Park
Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, October 22, 2025 2:32:34 PM

10/22/2025 02:31:59 PM

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

Item submitted: Proposed Settlement

On 10/22/2025 02:31:59 PM your Proposed Settlement was successfully processed for case number LWDA-CM-992346-23

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 4

Activities Export

10/22/2025
3:02 PM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
10/01/2025		Case Anywhere Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$49.00	-	$49.00
09/04/2025		Case Anywhere Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$61.00	-	$61.00
09/02/2025		Case Anywhere Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$55.00	-	$55.00
08/27/2025		Journal - Notice Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$11.76	-	$11.76
07/31/2025		Expert Fee Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Daniel Park	1.00	$11,358.50	-	$11,358.50
07/23/2025		AMK Reporting - Transcripts Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$1,547.60	-	$1,547.60
07/17/2025		Journal - Notice of Court Order	02303-Flores	Support	1.00	$11.76	-	$11.76
							$0.00 0.00h	**$15,351.79** 0.00h

Activities Export

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		Unbilled	Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Account				
07/09/2025		Journal - Status Report Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$11.76	-	$11.76
07/01/2025		Case Anywhere Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$49.00	-	$49.00
06/02/2025		Case Anywhere Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$49.00	-	$49.00
05/02/2025		Case Anywhere Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$61.00	-	$61.00
04/30/2025		Journal - Status Report Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$11.76	-	$11.76
04/04/2025		Case Anywhere Unbilled	02303-Flores Ricardo F. Flores v.	Support Account	1.00	$55.00	-	$55.00
							$0.00 0.00h	**$15,351.79** 0.00h

Activities Export

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
			Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)					
04/04/2025		Journal - Notice Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$11.76	-	$11.76
04/04/2025		LASC - Docs Purchased Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$2.00	-	$2.00
03/26/2025		Journal - Notice Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$11.76	-	$11.76
03/25/2025		Journal - Notice Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$11.76	-	$11.76
03/21/2025		LASC - Docs Purchased Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$6.00	-	$6.00
03/14/2025		Journal - IDC Request form Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital	Support Account	1.00	$11.76	-	$11.76
							$0.00 0.00h	**$15,351.79** 0.00h

Activities Export

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
			Association LTD, dba Huntington Hospital (Artin)					
03/05/2025		Case Anywhere Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$120.54	-	$120.54
01/10/2025		ACE - Peremptory Challenge Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$56.50	-	$56.50
01/06/2025		Journal - CMS Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$11.76	-	$11.76
09/27/2024		Journal - NCA Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Support Account	1.00	$7.26	-	$7.26
05/08/2024		Journal Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Andrea Marin	1.00	$7.26	-	$7.26
03/13/2024		Journal Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba	Andrea Marin	1.00	$7.26	-	$7.26
							$0.00 0.00h	**$15,351.79** 0.00h

Activities Export

10/22/2025
3:02 PM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
			Huntington Hospital (Artin)					
03/07/2024		LASC Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Andrea Marin	1.00	$3.00	-	$3.00
12/12/2023		Ace Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Andrea Marin	1.00	$55.15	-	$55.15
11/22/2023		ACE Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Andrea Marin	1.00	$122.50	-	$122.50
11/21/2023		LASC Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Andrea Marin	1.00	$9.40	-	$9.40
11/21/2023		Journal Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Andrea Marin	1.00	$7.26	-	$7.26
11/07/2023		Journal Complaint Complex case summons Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Andrea Marin	1.00	$1,481.72	-	$1,481.72
							$0.00 0.00h	**$15,351.79** 0.00h

Activities Export

10/22/2025
3:02 PM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
11/05/2023		PAGA Unbilled	02303-Flores Ricardo F. Flores v. Pasadena Hospital Association LTD, dba Huntington Hospital (Artin)	Andrea Marin	1.00	$75.00	-	$75.00
							$0.00 0.00h	**$15,351.79** 0.00h