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Attorneys for Plaintiffs

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

RONALD ROBERTO, individually, and on
behalf of other members of the general public
similarly situated and on behalf of the State
of California, the Labor & Workforce
Development Agency, and other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

IMPERIAL HEALTH HOLDINGS, a
California corporation; IMPERIAL
MANAGEMENT ADMINISTRATORS
SERVICES, an unknown business entity;
IMPERIAL MANAGEMENT SERVICES
GROUP, LLC, a California limited liability
company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 22STCV36190
Related to: 24STCV08086

Honorable Elihu M. Berle
Department 6

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Date: May 28, 2026
Hearing Time: 10:00 a.m.
Department: Spring Street 6

Complaint Filed: November 15, 2022
FAC Filed: August 2, 2024

Trial Date: None Set

1 This matter has come before the Honorable Elihu M. Berle in Spring Street Department 6
2 of the Superior Court of the State of California, for the County of Los Angeles, on May 28, 2026,
3 at 10:00 a.m. for Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA
4 Settlement. Lawyers *for* Justice, PC appears as counsel for Plaintiffs Ronald Roberto and Jessica
5 Velasco (together, “Plaintiffs”), individually and on behalf of all others similarly situated and
6 aggrieved employees and Wilke Fleury LLP appeared as counsel for Defendants Imperial
7 Management Services Group, LLC, Imperial Health Holdings, and Imperial Management
8 Administrators Services (collectively, “Defendants”).

9 The Court, having carefully considered the papers, argument of counsel, and all matters
10 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
11 Preliminary Approval of Class Action and PAGA Settlement.

12 **IT IS HEREBY ORDERED THAT:**

13 1. For purposes of settlement approval and entry of judgment based thereon, and for
14 all currently-pending motion practice in the matters, the above-caption action entitled *Ronald*
15 *Roberto v. Imperial Health Holding*, Los Angeles County Superior Court, Case No.
16 22STCV36190 and the related action entitled *Velasco v. Imperial Management Services, et al.*,
17 Los Angeles County Superior Court, Case No. 24STCV08086 shall be consolidated and Case No.
18 22STCV36190 designated lead.

19 2. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
20 Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as
21 “**EXHIBIT 1**” to the Declaration of Daniel Bass in Support of Plaintiffs’ Motion for Preliminary
22 Approval of Class Action and PAGA Settlement. This is based on the Court’s determination that
23 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

24 3. This Order incorporates by reference the definitions in the Settlement Agreement,
25 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
26 the Settlement Agreement.

27 4. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
28 and reasonable. It appears to the Court that extensive investigation and research have been

1 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
2 each other's respective positions. It further appears to the Court that the Settlement, at this time,
3 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
4 be presented by the further prosecution of the case and related action. It further appears that the
5 Settlement has been reached as the result of intensive, serious and non-collusive, arms-length
6 negotiations, and was entered into in good faith.

7 5. The Court preliminarily finds that the Settlement, including the allocations for the
8 Attorneys Fees and Costs, Enhancement Payments, PAGA Amount, Settlement Administration
9 Costs, and payments to the Settlement Class Members and PAGA Employees provided thereby,
10 appear to be within the range of reasonableness of a settlement that could ultimately be given final
11 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being
12 granted as part of the Settlement and preliminarily finds that the monetary settlement awards made
13 available to the Class Members and PAGA Employees are fair, adequate, and reasonable when
14 balanced against the probable outcome of further litigation relating to certification, liability, and
15 damages issues.

16 6. The Court concludes that, for settlement purposes only, the proposed Class meets
17 the requirements for certification under section 382 of the California Code of Civil Procedure in
18 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
22 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
23 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
24 Counsel is qualified to act as counsel for Plaintiffs individually and as the Class Representatives.

25 7. The Court conditionally certifies, for settlement purposes only, the Class, defined
26 as follows:

27 All current and former hourly-paid or non-exempt employees of Defendants in
28 California employed during the Class Period of November 18, 2018 through
 November 14, 2024.

1 8. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Yasmin
2 Hosseini, and Daniel Bass of Lawyers *for* Justice, PC as Class Counsel.

3 9. The Court provisionally appoints Plaintiffs Ronald Roberto and Jessica Velasco as
4 the Class Representatives.

5 10. The Court provisionally appoints Phoenix Class Action Administration Solutions
6 (“Phoenix”) to handle the administration of the Settlement (“Settlement Administrator”).

7 11. Within twenty-one (21) calendar days after entry of this Preliminary Approval
8 Order, Defendants shall provide the Settlement Administrator with the following information
9 about each Class Member: last-known full name, mailing address, telephone number, Social
10 Security Number, start and end dates employed as an hourly-paid or non-exempt employee of
11 Defendants in California during the Class Period, and such other information as is necessary for
12 the Settlement Administrator to calculate Workweeks (collectively referred to as the “Class List”)
13 in conformity with the Settlement Agreement.

14 12. The Court approves, both as to form and content, the Notice of Class Action and
15 PAGA Settlement and Release (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class
16 Notice shall be provided to Class Members in the manner set forth in the Settlement. The Court
17 finds that the Class Notice appears to fully and accurately inform the Class Members of all
18 material elements of the Settlement, of Class Members’ right to be excluded from the Class
19 Settlement by submitting a Request for Exclusion, of Class Members’ and PAGA Employees’
20 right to challenge the Workweeks and/or the PAGA Workweeks credited to each of them, and of
21 each Settlement Class Member’s right and opportunity to object to the Class Settlement. The
22 Court further finds that distribution of the Class Notice substantially in the manner and form set
23 forth in the Settlement Agreement and this Order, and that all other dates set forth in the
24 Settlement Agreement and this Order, meet the requirements of due process and shall constitute
25 due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement
26 Administrator to mail the Class Notice to all Class Members within 14 calendar days of receipt of
27 the Class List from Defendants, pursuant to the terms set forth in the Settlement Agreement.

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1 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
2 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
3 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
4 for Exclusion no later than 60 calendar days from the initial mailing of the Class Notice
5 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be
6 extended by 14 calendar days from the date of the Response Deadline. Any Class Member who
7 submits a Request for Exclusion from the Class Settlement will not be a Settlement Class Member
8 and will not have any right to object, appeal, or comment on the Class Settlement. Class Members
9 who submit a timely and valid Request for Exclusion by the Response Deadline will not be bound
10 by the terms of this Agreement, any Court order approving the terms of the Class Settlement, and
11 the Final Approval Order and Judgment entered thereon. PAGA Employees will be bound by the
12 PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class
13 Settlement.

14 14. A Final Approval Hearing shall be held before this Court on
15 _____ at _____ a.m./p.m. in
16 Spring Street Department 6 of the Superior Court of California for the County of Los Angeles,
17 located at 312 N Spring St, Los Angeles, CA 90012, to determine all necessary matters concerning
18 the Settlement, including: whether the proposed settlement of the action on the terms and
19 conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally
20 approved by the Court; whether a judgment, as provided in the Settlement, should be entered
21 herein; whether the plan of allocation contained in the Settlement should be approved as fair,
22 adequate, and reasonable to the Class Members and PAGA Employees; and determine whether to
23 finally approve the requests for the Attorneys Fees and Costs, Enhancement Payments, and
24 Settlement Administration Costs.

25 15. Class Counsel shall file a Motion for Final Approval of the Settlement and for
26 Attorneys Fees and Costs, Enhancement Payments, PAGA Amount, and Settlement
27 Administration Costs, along with the appropriate declarations and supporting evidence, including
28 the Settlement Administrator’s declaration, by _____.

1 to be heard at the Final Approval Hearing.

2 16. Only Class Members who do not request exclusion from the Class Settlement may
3 object to the Class Settlement by submitting a written Objection to the Settlement Administrator
4 prior to the Response Deadline or by presenting their objection orally at the Final Approval
5 Hearing, regardless of whether they submitted a written Objection. The Objection must be signed
6 by the Settlement Class Member and contain all information required by this Settlement
7 Agreement. A Settlement Class Member who does not object prior to or at the Final Approval
8 Hearing will be deemed to have waived any objections and will be foreclosed from making any
9 objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

10 17. The Settlement is not a concession or admission and shall not be used against
11 Defendants as an admission or indication with respect to any claim of any fault or omission by
12 Defendants. Nor shall it or this Order constitute any finding, decision, or determination of fault,
13 wrongdoing, or misconduct by Defendants. Whether or not the Settlement is finally approved,
14 neither the Settlement, nor any document, statement, proceeding or conduct related to the
15 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
16 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
17 Defendants, including, but not limited to, evidence of a presumption, concession, indication or
18 admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, or
19 to establish the existence of any condition constituting a violation of, or a non-compliance with
20 state, federal, local or other applicable law, except for legal proceedings concerning the
21 implementation, interpretation, or enforcement of the Settlement.

22 18. In the event the Settlement does not become effective in accordance with the terms
23 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
24 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
25 vacated, and the Parties shall revert back to their respective positions as of before entering into the
26 Settlement Agreement.

27 19. The Court reserves the right to adjourn or continue the date of the Final Approval
28 Hearing and any dates provided for in the Settlement Agreement without further notice to the

1 Class Members, and retains jurisdiction to consider all further applications arising out of or
2 connected with the Settlement.

3 **IT IS SO ORDERED.**

4 Dated: _____

By:

The Honorable Elihu M. Berle
Judge of the Superior Court

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EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Ronald Roberto v. Imperial Health Holdings, et al.

Superior Court of California for the County of Los Angeles Case No. 22STCV36190

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiffs Ronald Roberto and Jessica Velasco ("Plaintiffs") and Defendants Imperial Management Services Group, LLC, Imperial Health Holdings, and Imperial Management Administrators Services ("Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the case entitled *Ronald Roberto v. Imperial Health Holdings, et al.*, Los Angeles County Superior Court, Case No. 22STCV36190 ("*Roberto Action*"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or **"Class Member"** means all current and former hourly-paid or non-exempt employees of Defendants in California employed during the Class Period.

"Class Period" means the time period from November 18, 2018 through November 14, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims (described in Section III.D below).

"PAGA Employees" means all current and former hourly-paid or non-exempt employees of Defendants in California employed during the PAGA Period.

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from September 5, 2022 through November 14, 2024.

II. BACKGROUND OF THE ACTIONS

On November 15, 2022, Plaintiff Roberto filed a Class Action Complaint for Damages, thereby commencing a putative class action entitled *Ronald Roberto v. Imperial Health Holdings, et al.* in the Superior Court of California for the County of Los Angeles, Case No. 22STCV36190 ("*Roberto Action*") against Defendants for alleged violations of the California Labor Code. On September 5, 2023, Plaintiff Roberto provided notice by electronic upload to the Labor and Workforce Development Agency ("LWDA") and written notice by certified mail to Defendants of his intent to pursue civil penalties under California Labor Code section 2698, et seq. ("PAGA") for Defendants' alleged violations of the California Labor Code ("*Roberto PAGA Notice*").

On January 24, 2024, Plaintiff Velasco provided notice by electronic upload to the LWDA and written notice by certified mail to Defendants Imperial Management Services Group, LLC and Imperial Management Administrators Services of her intent to pursue civil penalties under PAGA for Defendants alleged violations of the California Labor Code ("*Velasco PAGA Notice*"). On March 29, 2024, Plaintiff Velasco filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq., thereby commencing a putative class action and PAGA action entitled *Velasco v. Imperial Management Services, et al.*, in the Superior Court of California for the County of Los Angeles, Case No. 24STCV08086 ("*Velasco Action*") (together with the *Roberto Action*, the "*Actions*") against Defendants Imperial Management Services Group, LLC and Imperial Management Administrators Services for alleged violations of the California Labor Code, including a claim for civil penalties pursuant to PAGA.

On August 2, 2024, Plaintiff Roberto filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("*First Amended Complaint*"), thereby adding a claim for civil penalties pursuant to PAGA. On December 24, 2024, the Court deemed the *Roberto Action* and the *Velasco Action* related, with the *Roberto Action* being deemed the lead case.

Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated

waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny all of the allegations in the Actions or that they violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement,” “Settlement,” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [Settlement Administrator] as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Ronald Roberto and Jessica Velasco as representatives of the Class (“Class Representatives”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Daniel Bass, Esq.
Lawyers for Justice, PC
450 North Brand Blvd, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and V below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendants is \$500,000.00 (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount up to 35% of the Maximum Settlement Amount (i.e., \$175,000.00 if the Maximum Settlement Amount remains \$500,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount up to \$30,000.00 (“Litigation Costs”) to Class Counsel; (2) Enhancement Payments in an amount up to \$7,500.00 to each of the Plaintiffs (for a combined total of \$15,000.00); (3) Administration Costs in an amount up to \$9,000.00 to the Settlement Administrator; and (4) the amount of \$75,000 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Amount”). The PAGA Amount will be distributed 75% (\$56,250.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$18,750.00) will be distributed to PAGA Employees (“PAGA Employee Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member was employed by Defendants as an hourly-paid or non-exempt employee in California (“Workweeks”). The Settlement Administrator has divided the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request

for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share, net of applicable taxes.

Each Individual Settlement Share will be allocated as 20% wages, which will be reported on an IRS Form W-2, and 80% penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Share. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendants separately and in addition to the Maximum Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”), based on the number of Workweeks of each PAGA Member during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks of all PAGA Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks Based on Defendants’ Records

According to Defendants’ records:

From November 18, 2018 through November 14, 2024 (i.e., Class Period), you are credited with <<_____>> Workweeks.

From September 5, 2022 through November 14, 2024 (i.e., PAGA Period), you are credited with <<_____>> Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (a) contain the case name and number of the *Roberto* Action (*Ronald Roberto v. Imperial Health Holdings, et al.* in the Superior Court of California for the County of Los Angeles, Case No. 22STCV36190); (b) contains your full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contains a clear statement that you dispute of the number of Workweeks credited to you and what you contend is the correct number of Workweeks to be credited to you; and (d) attach any documentation that you have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in Section V.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks credited to you. Under the terms of the Settlement:

Your Individual Settlement Share is estimated to be \$<<_____>>. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Your Individual PAGA Payment is estimated to be \$<<_____>>.

Payments under the Settlement will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiffs and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally,

and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims.

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiffs, the State of California with respect to PAGA Employees, and PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released PAGA Claims pertaining to Plaintiffs and the PAGA Employees.

“Released Class Claims” means all claims arising during the Class Period under state, federal, or local law, that were alleged or could have been alleged based on the factual allegations pleaded in the Operative Complaints, under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, for: (1) failure to pay overtime wages under California Labor Code §§ 510, 1198, (2) failure to provide meal periods and/or pay meal period premiums under California Labor Code §§ 226.7, 512, (3) failure to provide rest periods and/or pay rest period premiums under California Labor Code § 226.7, (4) failure to pay minimum wages under California Labor Code §§ 1194, 1197 and 1197.1 et seq., (5) failure to timely pay wages upon termination under California Labor Code §§ 201, 202, and 203, (6) failure to timely pay wages during employment under California Labor Code §§ 204, 210, (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226, (8) failure to keep requisite payroll records under California Labor Code § 1174(d), (9) failure to reimburse business expenses under California Labor Code §§ 2800, 2802, and (10) violation of California's unfair competition law under Business and Professions Code § 17200, et seq.

“Released PAGA Claims” means all claims for civil penalties under PAGA that were alleged or could have been alleged based on the factual allegations in the Operative Complaints, Roberto PAGA Notice, and Velasco PAGA Notice, under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, for: (1) failure to pay overtime wages under California Labor Code §§ 510, 1198, (2) failure to provide meal periods and/or pay meal period premiums under California Labor Code §§ 226.7, 512, (3) failure to provide rest periods and/or pay rest period premiums under California Labor Code § 226.7, (4) failure to pay minimum wages under California Labor Code §§ 1194, 1197 and 1197.1 § 1194, et seq., (5) failure to timely pay wages upon termination under California Labor Code §§ 201, 202, and § 203, (6) failure to timely pay wages during employment under California Labor Code §§ 204, 210, (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226, (8) failure to keep requisite payroll records under California Labor Code § 1174(d), and (9) failure to reimburse business expenses under California Labor Code §§ 2800, 2802.

“Released Parties” means Defendants Imperial Management Services Group, LLC, Imperial Health Holdings, and Imperial Management Administrators Services and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$175,000.00 if the Maximum Settlement Amount is \$500,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000.00) (“Litigation Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, Class Members, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Payment”) each (for a total of \$15,000.00), in recognition of their services in connection with the Actions and their broader individual release and waiver of claims. The Enhancement Payments will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiffs may be entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars (\$10,000.00) (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and Workweeks Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENTS BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendants are expected to fund the Maximum Settlement Amount and fund the amounts necessary to fully pay their Employer Taxes within forty-five (45) calendar days of the Effective Date, and distributions of Individual Settlement Payments to Settlement Class Members and Individual PAGA Payments to PAGA Employees are expected to occur within seven (7) calendar days after the funding of the Maximum Settlement Amount.

“Effective Date” means the later of (a) the last day on which any appeal might be filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (b) the date of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including expiration of any time to seek reconsideration or further review.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Employees will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (a) contain the case name and number of the *Roberto* Action (*Ronald Roberto v. Imperial Health Holdings, et al.* in the Superior Court of California for the County of Los Angeles, Case No. 22STCV36190); (b) contains your full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a clear written statement indicating that you seek to be excluded from the Class Settlement; and (d) be sent to the Settlement Administrator by mail, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An objection must: (a) contain the case name and number of the *Roberto* Action (*Ronald Roberto v. Imperial Health Holdings, et al.* in the Superior Court of California for the County of Los Angeles, Case No. 22STCV36190); (b) contains your full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a clear written statement indicating that you seek to object to the settlement; and (d) be mailed to the Settlement Administrator at the address listed in Section V.B above, postmarked **no later than [Response Deadline]**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, on <<date>>, at <<time>>, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You may appear for the Final Approval Hearing in person or virtually via LACourtConnect (<https://www.lacourt.ca.gov/pages/lp/lacc-welcome>). Check the Court's website for the most current information.

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: (<https://www.lacourt.ca.gov/home>)

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other imaged documents filed in the Actions for a fee consult the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case>), and entering the Case Number for the Actions, Case Nos. 22STCV36190 and 24STCV08086. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.