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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

**DECLARATION OF DANIEL BASS
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

[Plaintiff's Motion for Preliminary
Approval of Class Action and PAGA
Settlement; Declaration of Proposed Class
Counsel (Daniel Bass); Declarations of
Proposed Class Representatives (Ronald
Roberto and Jessica Velasco); and
[Proposed] Order filed concurrently
herewith]

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

DECLARATION OF DANIEL BASS

I, Daniel Bass, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Ronald Roberto in the above-captioned action and Plaintiff Jessica Velasco in the related action entitled *Velasco v. Imperial Management Services, et al.*, Los Angeles County Superior Court, Case No. 24STCV08086 (“*Velasco Action*”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On November 15, 2022, Plaintiff Ronald Roberto filed the Class Action Complaint for Damages in the Superior Court for the County of Los Angeles, thereby commencing the above-captioned lawsuit.

3. On March 27, 2023, Defendants Imperial Management Services Group, LLC, Imperial Health Holdings, and Imperial Management Administrators Services (collectively, “Defendants”) filed their Answer to Plaintiff Roberto’s Class Action Complaint for Damages.

4. On September 5, 2023, Plaintiff Roberto provided written notice by certified mail to the LWDA and Defendants of the specific provisions of the California Labor Code that were alleged to be violated (“Roberto PAGA Notice”). Aside from confirmation of receipt of the Roberto PAGA Notice, the LWDA did not respond to the Roberto PAGA Notice. Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of Plaintiff Roberto’s PAGA Notice.

5. On January 24, 2024 Plaintiff Velasco provided written notice by certified mail to the LWDA and Defendants of the specific provisions of the California Labor Code that were alleged to be violated (“Velasco PAGA Notice”). Aside from confirmation of receipt of the Velasco PAGA Notice, the LWDA did not respond to the Velasco PAGA Notice. Marked and attached hereto as “**EXHIBIT 2**” is a true and correct copy of Plaintiff Velasco’s PAGA Notice.

6. On March 29, 2024 Plaintiff Velasco filed her Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Velasco Complaint”) in the Superior Court for the County of Los Angeles, thereby commencing

1 LASC Case No. 24STCV08086 (“*Velasco* Action”).

2 7. On May 7, 2024, pursuant to Plaintiff Roberto and Defendants stipulation, the Court
3 granted Plaintiff Roberto leave to file a First Amended Complaint for Damages and Enforcement
4 Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq.* (“Roberto Amended
5 Complaint”) (together with the *Velasco* Complaint, the “Operative Complaints”), thereby adding a
6 PAGA cause of action. On August 2, 2024, Plaintiff filed the First Amended Complaint.

7 8. On June 3, 2024, Defendants filed their Answer to the *Velasco* Complaint.

8 9. On September 24, 2024, Defendants filed their Answer to the Operative Complaint.

9 10. On November 14, 2024, the Parties participated in mediation with the Honorable
10 Raul Ramirez (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions.
11 With the aid of the mediator and continued settlement negotiations, the Parties ultimately reached
12 the Settlement described herein to resolve the Actions in their entirety.

13 11. On December 24, 2024 the Court ordered that this matter and the *Velasco* Action
14 related.

15 THE PROPOSED SETTLEMENT

16 12. Marked and attached hereto as “**EXHIBIT 3**” is a true and correct copy of the Joint
17 Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or
18 “Settlement Agreement”) entered into by and between Plaintiffs , individually and on behalf of all
19 others similarly situated and other aggrieved employees, on the one hand, and Defendants, on the
20 other hand (together, the “Parties”). The Parties and their counsel have approved the proposed
21 Notice of Class Action and PAGA Settlement and Release (“Class Notice”), which is attached to
22 the Settlement Agreement as “Exhibit C” and respectfully request that the Court approve it as well.

23 13. The Settlement provides for a Maximum Settlement Amount of \$500,000.00 to be
24 paid in a single payment on a non-reversionary basis. The Net Settlement Amount is the Maximum
25 Settlement Amount less the following amounts, subject to approval by the Court: Attorneys’ Fees
26 of up to \$175,000.00 (if the Maximum Settlement Amount remains \$500,000.00) and Costs not to
27 exceed \$30,000.00 to Class Counsel, Enhancement Payments to Plaintiffs of \$7,500.00 each (for a
28 total of \$15,000), Settlement Administration Costs to the Settlement Administrator in an amount

1 not to exceed \$10,000.00, and \$75,000 for the PAGA Amount. Assuming that the amounts
2 allocated under the Settlement toward these payments are awarded by the Court, the Net
3 Settlement Amount that will be available for distribution to Settlement Class Member is currently
4 estimated to be \$205,000.00. Additionally, 25% of the PAGA Amount (i.e., the PAGA Employee
5 Amount), which is \$18,750.00 out of \$75,000.00, will be distributed to the PAGA Employees, for
6 their respective portion of the PAGA Employee Amount. The Maximum Settlement Amount will
7 be fully distributed in accordance with the terms of the Settlement and there is no reversion to
8 Defendants.

9 14. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
10 in an amount of up to 35% of the Maximum Settlement Amount (i.e., \$175,000.00, if the
11 Maximum Settlement Amount remains \$500,000.00) and expenses and costs of not more than
12 \$30,000.00, which will be paid out of the Maximum Settlement Amount, subject to approval by
13 the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation
14 and will not receive any compensation until recovery is obtained. A description of the
15 qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved by
16 Class Counsel in this matter can be found in paragraphs 22 through 33, *infra*.

17 15. The Settlement Agreement provides for payment of up to \$7,500.00 to each of the
18 Plaintiffs as Enhancement Payments, to be paid out of the Total Settlement Amount subject to
19 approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents
20 and past employment records and to provide the facts and evidence necessary to attempt to prove
21 the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to
22 obtain information that would benefit the Class. Accordingly, it is appropriate and just for
23 Plaintiffs to receive Enhancement Payments, in addition to their individual settlement payment, for
24 their services on behalf of the Class, PAGA Employees, and the State of California.

25 16. The Parties have agreed to retain Phoenix Class Action Administration Solutions
26 ("Phoenix" or "Settlement Administrator") to handle the notice and settlement administration
27 process. The Parties respectfully request that the Court appoint Phoenix to handle these procedures
28 and serve as the Settlement Administrator. Defendants will provide the Settlement Administrator

1 with the Class List, and the Settlement Administrator will calculate each Class Member's
2 estimated share of the Net Settlement Amount ("Individual Settlement Share") and each PAGA
3 Employee's estimated pro rata share of the 25% portion of the PAGA Amount. The Settlement
4 Administrator will be responsible for printing, distributing, and tracking Class Notices and other
5 documents for the Settlement, calculating and distributing payments due under the Settlement,
6 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
7 remittances, providing necessary reports and declarations, transmitting funds representing
8 uncashed checks after the check cancellation date to Legal Aid at Work ("Proposed *Cy Pres*
9 Recipient") and other duties and responsibilities set forth to process the Settlement, and as
10 requested by the Parties. Settlement Administration Costs are currently estimated not to exceed
11 \$10,000.00 and will be paid out of the Maximum Settlement Amount, subject to approval of the
12 Court.

13 17. Under the Settlement Agreement, Defendants are responsible for any employer-side
14 tax obligations associated with the Maximum Settlement Amount and will deposit that amount into
15 the settlement fund in addition to the Maximum Settlement Amount. Each Settlement Class
16 Member's Individual Settlement Share will be allocated 20% to wages and 80% to penalties,
17 interest and non-wage damages. The Settlement Administrator will withhold the employee's share
18 of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares.

19 **CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**

20 18. **Ascertainability:** The proposed Class is defined as all current and former hourly-
21 paid or non-exempt employees of Defendants in California employed during the Class Period,
22 which is November 18, 2018 through November 14, 2024.

23 19. **Numerosity:** Based on data provided by Defendants, the Class is estimated to be
24 approximately 561 individuals who worked an estimated total of 41,019 workweeks.

25 20. **Commonality:** Based on investigation and information discovered, **Class Counsel**
26 believes that there is sufficient evidence to support the allegations made in the lawsuit, including
27 the allegations that Defendants, with respect to Plaintiffs, Class Members, and PAGA Employees,
28 *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed

1 to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay
2 wages during employment and upon termination of employment, failed to provide compliant wage
3 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
4 expenses, and thereby engaged in unfair business practices and conduct giving rise to civil
5 penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code
6 sections 2698, *et seq.*). Plaintiffs also asserted that Class Members were expected to perform
7 similar job duties and were subject to the same or similar operations and employment policies,
8 practices, and procedures. Additionally, Plaintiffs asserted that Defendant's recordkeeping
9 practices with respect to Plaintiffs, Class Members, and PAGA Employees were substantially the
10 same during the time period at issue. As a result of said alleged uniform practices, Plaintiffs claim
11 that the Class Members were not paid all of the compensation that was owed to them by
12 Defendants. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be
13 determined by Defendants' uniform operations and employment practices, policies, and procedures
14 that Plaintiffs allege applied across Defendants' hourly-paid or non-exempt employees in
15 California during the relevant time period.

16 21. **Adequacy and Typicality:** Plaintiffs undertook the responsibilities of representing
17 a class action against their former employers. Plaintiffs spent considerable time and effort to
18 produce relevant documents and past employment records and to provide the facts and evidence
19 necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel
20 needed them and actively tried to obtain information that would benefit the Class. Plaintiffs have
21 no interests that are adverse to the Class. Plaintiffs were employed by Defendants during the Class
22 Period and subject to the same alleged violations and the same policies, practices, and procedures.
23 Plaintiffs took on the challenge and risk of commencing and maintaining this action and the related
24 action, and they have not yet received any monetary benefit for their service to date. Plaintiffs put
25 their own interests aside and brought publicly filed lawsuits against an employer not just for their
26 own benefit, but, instead, on behalf of other hourly-paid employees and the State of California.

27 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

28 22. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the

1 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
2 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is
3 the attorney of record in well over a dozen employment-related putative class actions in both state
4 and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys
5 who focus on litigating complex wage-and-hour class and Private Attorneys General Act
6 (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases
7 involving the executive, administrative, and other overtime exemptions to the State of California
8 and federal overtime compensation requirements. During a relatively short time, in association
9 with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of
10 thousands of individuals in California.

11 23. Edwin Aiwasian is the Managing Member and Shareholder of Lawyers for Justice,
12 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and
13 earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has
14 extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute
15 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has
16 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October
17 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
18 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
19 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
20 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
21 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
22 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
23 In December of 2004, he obtained a license to practice law from the California State Bar. Since in
24 or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively
25 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
26 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
27 Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over
28 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,

1 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the
2 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
3 involving the executive, administrative, and other overtime exemptions to the State of California
4 and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC
5 has successfully obtained class certification by contested motion practice in approximately sixteen
6 (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

7 24. Arby Aiwarzian is a Member and Shareholder of Lawyers for Justice, PC. He
8 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
9 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
10 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
11 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
12 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
13 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth
14 Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before
15 all courts of the State of California and all United States District Courts in the State of California.
16 He has worked on many wage-and-hour class action and representative action cases, taking the
17 lead in taking and defending depositions, arguing motions, and attending mediations. He has
18 played an integral role in preparing matters for class certification, including and not limited to,
19 successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court
20 Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court
21 Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case
22 No. RG13680477). Under his supervision, dozens of class action or representative action cases
23 have resulted in settlements that have been granted court approval. He has handled over one
24 hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class
25 action or representative action cases which have resulted in settlement.

26 25. Joanna Ghosh is a Senior Partner of Lawyers for Justice, PC. She received a
27 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
28 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from

1 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
2 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
3 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
4 Court. She has taken and defended dozens of depositions and successfully handled motion
5 practice in class action cases regarding discovery (including and not limited to, regarding class
6 contact information), class certification (both contested class certification and stipulated class
7 certification), arbitration agreements, coordination, intervention. She has successfully handled
8 briefing and oral argument on appeal and obtained notable decisions regarding the Private
9 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
10 *Overall Supply*, (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert.
11 denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).
12 She also has extensive experience with class action and/or representative action settlements.
13 Under her and Edwin Aiwarzian's supervision, the firm has handled the class certification and court
14 approval process for hundreds of class action and/or representative action matters that have
15 successfully resolved. She is a member of the California Employment Lawyers Association.

16 26. Brian J. St. John is a Member of Lawyers *for* Justice, PC. He received his
17 Bachelor's degree from the University of California, San Diego in 2010 and earned his Juris
18 Doctor degree from the University of California, Berkeley, School of Law in 2013. He was
19 admitted to practice law in California in 2015. He is admitted to practice before all courts of the
20 State of California and all federal district courts in the State of California. He has worked on many
21 wage and hour class action and PAGA representative matters, and his work has included, *inter*
22 *alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating,
23 and finalizing stipulations and settlement agreements, engaging in motion practice, claims
24 evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice,
25 PC, he spent several years working for a boutique employment and labor law firm representing
26 employers, and, in 2019 and 2020, he was employed as general counsel for a DMHC licensed
27 discount dental plan.

28 27. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Science

1 degree in Psychology from Missouri State University in 2009, and a Juris Doctor
2 degree from Washington University in St. Louis, School of Law in 2012, where I served as a
3 Senior Editor of the Law Review and as a member of the Note Selection Committee. I am admitted
4 to practice before all courts in the State of California, and all U.S. District Courts in California.
5 From 2014 through and including the present, my practice consisted almost exclusively of
6 complex wage and hour class action and PAGA action matters in California. I have worked at
7 several plaintiffs' side law firms, and started the employment practice at one of them. I have taken
8 and defended dozens of depositions and have successfully handled motion practice in class action
9 and PAGA cases regarding discovery (including and not limited to motions regarding class contact
10 information), class certification (both contested class certification and stipulated class
11 certification), dispositive motions, arbitration agreements, coordination, and intervention. I have
12 successfully handled a complex wage and hour class action and PAGA case at every step prior to
13 trial. I also successfully handled briefing on appeals, including employer efforts to compel
14 arbitration in *Jones v. UPS Supply Chain Solutions, Inc.*, California Court of Appeals for the First
15 District, Case No. A160726 (Cal. App. Jul 01, 2021) (unpublished decision). Further, I have
16 extensive experience with settlements of class actions and PAGA actions and have handled and
17 supervised this process in over fifty (50) cases.

18 **THE SETTLEMENT AND SUMMARY OF WORK PERFORMED**

19 28. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this
20 matter has translated into tangible monetary benefits in the following respects: (1) Class Members,
21 PAGA Employees, and the State of California recover over a reasonably short period of time as
22 opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result
23 that compares favorably with other similar class action settlements of this type given the strengths
24 and weaknesses of the case and related action; and (3) significant savings in Class Counsel's fees
25 and/or costs that would have only increased significantly had the case and related action
26 progressed through certification, trial, and/or appeals.

27 29. Class Counsel has litigated the matters for over 3 years and was actively preparing
28 the above-captioned matter and the related action for class certification and trial. The Parties have

1 engaged in extensive settlement negotiations and participated in a full-day mediation conducted by
2 the Honorable Raul Ramirez (Ret.), a well-respected mediator experienced in mediating complex
3 labor and employment matters. In the course of the lawsuits, and in connection with the mediation
4 and settlement negotiations, the Parties exchanged extensive information and engaged in
5 discussions regarding their evaluations of the cases and various aspects of the cases, including but
6 not limited to, the risks and delays of further litigation, the law relating to off-the-clock theory,
7 regular rate, rounding, meal and rest periods, PAGA representative claims, and state wage-and-
8 hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of
9 appeals, among other things. During all settlement discussions, the Parties conducted their
10 negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable
11 to all Parties was not easy. Defendants and their counsel felt strongly about their ability to prevail
12 on the merits, and Plaintiffs and Class Counsel believed that they would be able to prevail at trial.
13 After conducting investigations, formal and informal discovery, exchange of information,
14 extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have
15 agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs'
16 principal claims, as well as the costs and risks to both sides that would attend further litigation. The
17 Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiffs
18 and Settlement Class Members, and of the Released PAGA Claims of Plaintiffs, PAGA
19 Employees, and the State of California.

20 30. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
21 and scope of the claims, and was preparing the action and related action for class certification and
22 trial. Plaintiffs conducted significant investigation and formal and informal discovery regarding
23 the facts of the case, including and not limited to, the exchange, review, and analysis of thousands
24 of pages of documents and data obtained from Defendants, Plaintiffs, and other sources. The
25 volume of data and documents that Class Counsel reviewed and analyzed included and was not
26 limited to: Plaintiffs' and other Class Members' employment records, a detailed sampling of Class
27 Members' time and pay data, multiple iterations of Defendants' Employee Handbooks, company
28 policy acknowledgements, incentive programs, internal memoranda, job descriptions, Defendants'

1 operations and employment practices, forms (including but not limited to Defendants' Personnel
2 Action forms and Time Off Request form), procedures (including but not limited to Defendants'
3 Meal and Rest Breaks policy and handbook forms), and policies (including but not limited to
4 commission plans), among other information and documents. Class Counsel had the opportunity
5 to interview Plaintiffs and other Class Members to gather facts and to identify potential witnesses.
6 Counsel for the Parties met and conferred on numerous occasions, e.g., to discuss issues relating to
7 the pleadings, and the production of documents and data prior to the mediation. Class Counsel
8 drafted Plaintiffs' pleadings and mediation brief and prepared for and attended court proceedings,
9 settlement negotiations, and the mediation, among other tasks.

10 31. Counsel for the Parties have also invested time researching and investigating the
11 applicable law, which is constantly evolving as it relates to certification, representative PAGA
12 claims, off-the-clock theory, regular rate, rounding, meal and rest periods, state wage-and-hour law
13 and enforcement, Plaintiffs' claims and damages, and Defendants' defenses thereto, as well as
14 facts discovered. Based on Class Counsel's analysis, the result achieved in this lawsuit (and the
15 related action) is fair, adequate, and reasonable.

16 32. Class Counsel is aware of the defenses and position of Defendants, but believes that
17 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
18 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
19 and the difficulties and delays inherent in such litigation. Plaintiffs further recognize the burdens
20 of proof necessary to establish liability for the claims asserted in the lawsuits, Defendant's
21 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class
22 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
23 mediator, who is experienced and well-regarded in complex labor and employment matters.

24 33. Defendants, on the other hand, denied and continue to deny any liability and
25 wrongdoing of any kind associated with the claims alleged in the lawsuits, and further denies that
26 this lawsuit or the related action are appropriate for class treatment or representative adjudication
27 for any purpose other than this Settlement. Defendants believe that they would ultimately succeed
28 in the matters. Both sides have also had the opportunity to interview witnesses and review

documents and information relating to Plaintiffs', Class Members', and PAGA Employees' employment with Defendants, and Defendants' operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed thousands of pages of documents and data to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at trial and/or appeals.

ESTIMATE OF THE VALUE OF THE CLAIMS

34. The Operative Complaint alleges that Defendants have violated the California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic scheme of wage abuse against Plaintiffs and the Class Members, including *inter alia*, failing to properly compensate overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment, failing to timely pay wages upon termination and associated waiting-time penalties, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Plaintiffs further contend that Defendants' aforementioned conduct constitutes unfair business practices (under the California Business and Professions Code ("UCL")) and gives rise to civil penalties recoverable under PAGA.

35. Based on data provided by Defendants and extrapolated by Plaintiffs, the total number of Class Members during the period from November 18, 2018 through November 14, 2024 ("relevant time period") was estimated to be approximately 561 individuals who worked an estimated total of 41,019 workweeks with an average hourly rate of pay of \$25.19.

36. Plaintiffs contended that Defendants required Class Members to perform work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest

1 periods. Plaintiffs contended that Defendants discouraged the recordation of overtime hours and
2 required Class Members to perform work off-the-clock. Plaintiffs contended that Defendants failed
3 to include non-discretionary bonuses and incentives in the calculation of the regular rate when
4 paying overtime wages. Plaintiffs also contended that meal and rest periods were regularly missed,
5 later, shortened, and/or interrupted, that Class Members were required to remain on premises
6 during rest breaks, readily available to assist with work tasks, and that Defendants failed to
7 properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiffs alleged
8 that Defendants intentionally and willfully failed to pay Plaintiffs and Class Members all wages
9 due to them while they were employed by Defendants, within the time period permissible under
10 California law, and that Defendants failed to pay all wages due upon termination, within the time
11 period permissible under California law, thereby triggering waiting-time penalties under California
12 Labor Code section 203. Plaintiffs contended that, based on the violations described herein, the
13 wage statements provided by Defendants and the payroll records kept by Defendants were
14 inaccurate. Finally, Plaintiffs contended that Defendants failed to reimburse Plaintiffs and the other
15 Class Members for necessary business expenses, including, but not limited to, the costs associated
16 with the usage of personal cell phones and vehicles for work duties.

17 37. Class Counsel considered Defendant's arguments, e.g., that the employer's
18 practices, policies, and procedures complied with the law, that Defendants paid Class Members
19 over the California minimum wage for all hours worked, that Defendants correctly paid overtime
20 for all overtime hours worked, that no waiting-time penalties were due because waiting-time
21 penalties only arise from "willful" failure to pay wages due and owing at the time of termination or
22 resignation, that Plaintiffs and Class Members suffered no actual injury from the alleged wage
23 statement violations and that this alleged violation and the alleged recordkeeping violation are
24 entirely derivative of the other causes of action, and that a policy and practice of reimbursing
25 employees for necessary business-related expenses exists. Class Counsel also considered the
26 likelihood of Plaintiffs' success in establishing that any of provisions of the California Labor Code,
27 on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that
28 such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also

1 considered that trial courts have wide discretion when assessing penalties under PAGA, and that it
2 could be determined that individual liability issues predominate (e.g., due to purported variation in
3 shifts, locations, job duties, and other circumstances which could raise individualized questions of
4 fact) and could pose challenges to certification, manageability, and the merits of Plaintiffs' claims.

5 38. Class Counsel considered information, data, and documents obtained from
6 Plaintiffs, Defendants, and other sources, and created violation, damages, and penalties valuations
7 and models prior to reaching the Settlement. Based thereon, Plaintiffs calculated the potential
8 value of the claims. However, the potential value of each claim assumed an exposure based on the
9 above-captioned action having been certified and Plaintiffs having proven all elements of the
10 claims and entitlement to monetary recovery in the above-captioned action (on a class-wide and a
11 representative basis), despite risks associated with obtaining and maintaining certification and
12 demonstrating manageability, risks to establishing liability and any underlying California Labor
13 Code and IWC Wage Order violations and damages, and significant additional costs that would
14 have to be incurred in order to certify the above captioned action and establish liability, damages,
15 and penalties amounts in the cases. Plaintiffs faced the risk of the Court finding that individualized
16 issues predominate, such that the cases are not suitable for class treatment. While Class Counsel
17 disagreed with Defendants' arguments and factual contentions, Class Counsel recognized the
18 circumstances and realities of the cases, applicable case law and regulations, the extensive time
19 and pay records produced by Defendants, the costs and expenses of further litigation and
20 certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel
21 calculated the potential and realistic values of each claim as follows:

- 22 a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to
23 be \$3,100,216.02 (41,019 workweeks x 1 hours of unpaid overtime wages x
24 overtime hourly rate of \$37.79, which is based on the average hourly rate of
25 \$25.19). At this juncture, a discount of 50% was applied to account for the risks
26 associated with obtaining and maintaining class certification (bringing the value of
27 this claim closer to \$1,550,108.01), a discount of 65% was applied to account for
28 the risks associated with succeeding on the merits and establishing liability

(bringing the value of this claim closer to \$542,537.80), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$81,380.67).

b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$1,033,268.61 (41,019 workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$25.19). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$413,307.44, a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$144,657.61), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$21,698.64).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be \$2,066,537.22 (41,019 workweeks x 2 meal period premium x average hourly rate of \$25.19). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,033,268.61), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$309,980.58), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$61,996.12).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$1,033,268.61 (41,019 workweeks x 1 rest period premiums x average hourly rate of \$25.19). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$413,307.44), a

discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$123,992.23), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$18,598.83).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained infra.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties):

Based on information and data provided by Defendants, it was estimated that approximately 348 Class Members had been terminated during the three-year statute of limitations (i.e., from November 15, 2019). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$2,109,914.40 collectively (349 individuals x [30 days x hourly rate of \$25.19 x 8 hours]), or approximately \$6,045.60 per individual. At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$738,470.04), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$221,541.01), and a discount of 90% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$22,154.10).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$937,400.00 ([374 initial violations x \$50 statutory penalty] + [9,187 subsequent violations x \$100 statutory penalty]). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$328,090.00), a discount of 70% was applied to account for the risks associated

1 with succeeding on the merits and establishing liability (bringing the value of this
2 claim closer to \$98,427.00), and a discount of 90% was applied to account for the
3 risks associated with proving the extent of damages and obtaining an award thereof
4 (bringing the value of this claim closer to \$9,842.70).

5 h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be
6 recoverable by the Labor Commissioner, therefore, the value of this claim is
7 considered as a part of the valuation of the PAGA claim contained infra.

8 i. Failure to Reimburse Necessary Business Expenses: The potential value of this
9 claim was estimated to be \$164,076.00 (41,019 workweeks x \$4.00 unreimbursed
10 business expenses). At this juncture, a discount of 65% was applied to account for
11 the risks associated with obtaining and maintaining class certification (bringing the
12 value of this claim closer to \$57,426.60), a discount of 80% was applied to account
13 for the risks associated with succeeding on the merits and establishing liability
14 (bringing the value of this claim closer to \$11,485.32), and a discount of 90% was
15 applied to account for the risks associated with proving the extent of damages and
16 obtaining an award thereof (bringing the value of this claim closer to \$1,148.53).

17 j. PAGA Penalties: The amount of civil penalties at issue, which the Court could
18 determine whether or not to assess and whether or not to reduce based on the facts
19 and circumstances of the case (to avoid an award that is unjust, arbitrary and
20 oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)),
21 were estimated to be approximately \$673,200.00 (374 aggrieved employees
22 estimated to have worked during one-year statutory period x \$1,800 civil penalties).
23 At this juncture a discount of 50% was applied to account for the risks associated
24 with succeeding on the merits and establishing liability (bringing the value of this
25 claim closer to \$336,600.00), and a discount of 80% was applied to account for the
26 risks associated with the Court's discretion to reduce civil penalties and obtaining an
27 award of civil penalties (bringing the value of this claim closer to \$67,320.00).

28 39. The foregoing discussion confirms that the amount of the Settlement is adequate in

light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

40. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiffs, the Class, PAGA Employees, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

Executed on this 20th day of March 2026, at Glendale, California.



Daniel Bass

EXHIBIT 1



September 5, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

**Re: IMPERIAL HEALTH HOLDINGS; IMPERIAL MANAGEMENT
ADMINISTRATORS SERVICES; IMPERIAL MANAGEMENT SERVICES
GROUP, LLC**

Dear Representative:

We have been retained to represent Ronald Roberto against Imperial Health Holdings, Imperial Management Administrators Services, and Imperial Management Services Group, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Imperial Health") for violations of California wage-and-hour laws. Mr. Roberto seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Roberto seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Imperial Health employed Mr. Roberto as an hourly-paid, non-exempt employee in the State of California. Mr. Roberto is an "aggrieved employee" as defined by California Labor Code section 2699 because she was employed by Imperial Health and she suffered one or more of the alleged violations, as demonstrated below.

The "aggrieved employees" that Mr. Roberto may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Imperial Health has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,

1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

Imperial Health required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Imperial Health rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Imperial Health over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Roberto and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Roberto and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Imperial Health required Mr. Roberto and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Imperial Health also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 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 if an employee quits 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' 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. During the relevant time period, Imperial Health failed to pay Mr. Roberto and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Imperial Health failed to pay Mr. Roberto and other aggrieved employees all wages due to them within any time period specified by California

Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Imperial Health did not provide Mr. Roberto and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Imperial Health were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Roberto and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Roberto and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Roberto and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Roberto and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Roberto and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Imperial Health failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Roberto and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Imperial Health did not provide Mr. Roberto and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall

be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Imperial Health failed to pay Mr. Roberto and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Roberto and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Imperial Health failed to pay Mr. Roberto and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Roberto and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Roberto and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Imperial Health.

Therefore, on behalf of all aggrieved employees, Mr. Roberto seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Arman Marukyan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Imperial Health Holdings
Imperial Management Administrators Services
Imperial Management Services Group, LLC
c/o Neal C. Lutterman
Jizell K. Lopez
Jason G. Eldred
WILKE FLEURY LLP
Attorneys
621 Capitol Mall, Suite 900
Sacramento, CA 95814

LAWYERS FOR JUSTICE

410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

Imperial Health Holdings
Imperial Management Administrators Services
Imperial Management Services Group, LLC
c/o Neal C. Lutterman, Jizell K. Lopez, Jason G. Eldred
WILKE FLEURY LLP
Attorneys
621 Capitol Mall, Suite 900
Sacramento, CA 95814

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c/o Neal C. Lutterman, Jizell K. Lopez, Jason G. Eldred
WILKE FLEURY LLP
Attorneys
621 Capitol Mall, Suite 900
Sacramento, CA 95814

To

From

PAGA Notice
Sir Ronald Roberto v. Imperial Health Holdings

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Imperial Management Administrators Services
Imperial Management Services Group, LLC
c/o Neal C. Lutterman, Jizell K. Lopez, Jason G. Eldred
WILKE FLEURY LLP
Attorneys
621 Capitol Mall, Suite 900
Sacramento, CA 95814



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Imperial Health Holdings
Imperial Management Administrators Services
Imperial Management Services Group, LLC
c/o Neal C. Lutterman, Jizell K. Lopez, Jason G. Eldred
WILKE FLEURY LLP
Attorneys
621 Capitol Mall, Suite 900
Sacramento, CA 95814

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PAGA Notice
Re: Ronald Roberto v. Imperial Health Holdings

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1. Article Addressed to:

Imperial Health Holdings
Imperial Management Administrators Services
Imperial Management Services Group, LLC
c/o Neal C. Lutterman, Jizell K. Lopez, Jason G. Eldred
WILKE FLEURY LLP
Attorneys
621 Capitol Mall, Suite 900
Sacramento, CA 95814

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PAGA Notice

Ronald Roberto v. Imperial Health Holdings

EXHIBIT 2



January 24, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

**Re: IMPERIAL MANAGEMENT SERVICES GROUP, LLC; IMPERIAL
MANAGEMENT ADMINISTRATORS SERVICES**

Dear Representative:

We have been retained to represent Jessica Velasco against Imperial Management Services Group, LLC, and Imperial Management Administrators Services (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Imperial") for violations of California wage-and-hour laws. Ms. Velasco seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Velasco seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Imperial employed Ms. Velasco as an hourly-paid, non-exempt employee from approximately June 2020 to approximately February 2023, in the State of California.

The "aggrieved employees" that Ms. Velasco may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Imperial has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

Imperial required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries, and arriving to work early to find parking.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Velasco and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Velasco and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Imperial required Ms. Velasco and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 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 if an employee quits 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' 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. During the relevant time period, Imperial failed to pay Ms. Velasco and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Imperial failed to pay Ms. Velasco and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Imperial did not provide Ms. Velasco and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Imperial were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Velasco and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above, and the naming of the incorrect business entity on Ms. Velasco's records.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Velasco and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Velasco and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Velasco and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Velasco and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Imperial failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Velasco and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Imperial did not provide Ms. Velasco and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Imperial failed to pay Ms. Velasco and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Velasco and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Imperial failed to pay Ms. Velasco and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Velasco and the other aggrieved employees were required to report for work a

second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Velasco and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Imperial. These costs include, but are not limited to, the use of a personal phone for work-related tasks, and the purchasing and maintenance of and supplies.

Therefore, on behalf of all aggrieved employees, Ms. Velasco seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Imperial Management Services Group, LLC
c/o Michael Polis
Agent for Service of Process
1100 E. Green Street
Pasadena, CA 91106

Imperial Management Administrators Services
1100 E Green St
Pasadena, CA 91106

Jizell K. Lopez
WILKE FLEURY LLP
Attorney
621 Capitol Mall, Suite 900
Sacramento CA 95814

LAWYERS FOR JUSTICE
410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

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☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery

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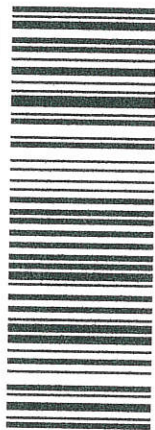
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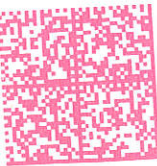
Service Type
☐ Adult Signature Restricted Delivery
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Delivery Restricted Delivery
☐ Insured Mail Restricted Delivery (over \$500)

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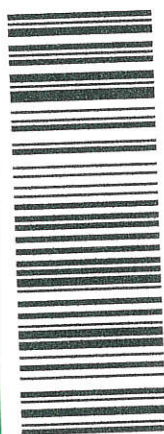
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■ A receipt (this postcard)
■ A unique identifier
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■ Signature that is
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OFFICIAL USE		
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Extra Services & Fees (check box, add fee as appropriate)		
☐ Return Receipt (hardcopy)		\$
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☐ Certified Mail Restricted Delivery		\$
☐ Adult Signature Required	\$	
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Jizell K. Lopez WILKE FLEURY LLP Attorney 621 Capitol Mall, Suite 900 Sacramento CA 95814		
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WILKE FLEURY LLP
Attorney
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- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Insured Mail
 - ☐ Insured Mail Restricted Delivery (over \$500)
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
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- Certified Mail service.
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(800)275-8777

01/24/2024 04:41 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.68
Pasadena, CA 91106			
Weight: 0 lb 1.00 oz			
Estimated Delivery Date			
Fri 01/26/2024			
Certified Mail®			\$4.40
Tracking #:			
7020245000109667393			
Return Receipt			\$3.65
Tracking #:			
9590 9402 6997 1225 8072 42			
Affixed Postage			-\$8.73
Affixed Amount: \$8.93			
Total			\$0.00

Grand Total: \$0.00

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Velasco v.

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If YES, enter delivery address below:

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313 E BROADWAY
GLEDALE, CA 91205-9998
(800)275-8777

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Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.68
Pasadena, CA 91106			
Weight: 0 lb 1.00 oz			
Estimated Delivery Date			
Fri 01/26/2024			
Certified Mail®			\$4.40
Tracking #:			
70202450000109667386			
Return Receipt			\$3.65
Tracking #:			
9590 9402 6997 1225 8072 35			
Affixed Postage			-\$8.73
Affixed Amount: \$8.93			
Total			\$0.00

Grand Total: \$0.00

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Velasco v.

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☐ Certified Mail Restricted Delivery \$0.00
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1100 E Green St
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If YES, enter delivery address below:

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GLENDAL
313 E BROADWAY
GLENDAL, CA 91205-9998
(800)275-8777

01/24/2024 04:47 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.68
Sacramento, CA 95814			
Weight: 0 lb 1.00 oz			
Estimated Delivery Date Sat 01/27/2024			
Certified Mail® Tracking #:			\$4.40
7020245000109667379			
Return Receipt Tracking #:			\$3.65
9590 9402 6997 1225 8072 28			
Affixed Postage			-\$8.73
Affixed Amount: \$8.93			
Total			\$0.00

Grand Total: \$0.00

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Sacramento, CA 95814

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☐ Certified Mail Restricted Delivery \$11.00
☐ Adult Signature Required \$0.00
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Jizell K. Lopez

WILKE FLEURY LLP

Attorney

621 Capitol Mall, Suite 900

Sacramento CA 95814

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☐ Addressee

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B. Received by (Printed Name)

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3. Service Type
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☐ Registered Mail Restricted Delivery
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
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☐ Insured Mail Restricted Delivery

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WILKE FLEURY LLP
Attorney
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EXHIBIT 3

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Ronald Roberto (“Plaintiff Roberto”) and Jessica Velasco (“Plaintiff Velasco”) (together, “Plaintiffs”), individually, on behalf of all others similarly situated, and on behalf of the State of California with respect to PAGA Employees pursuant to the Private Attorneys General Act, and Defendants Imperial Management Services Group, LLC, Imperial Health Holdings, and Imperial Management Administrators Services (collectively, “Defendants”) (collectively, Plaintiffs and Defendants are referred to as the “Parties” and individually they are referred to as “Party”).

This Joint Stipulation of Class Action and PAGA Settlement and Release shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California with respect to PAGA Employees (as defined herein) and on Defendants, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. 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 (the “*Roberto Action*”) against Defendants for alleged violations of the California Labor Code.

2. 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”). A true and correct copy of the Roberto PAGA Notice is attached hereto as **“EXHIBIT A.”**

3. 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”). A true and correct copy of the Velasco PAGA Notice is attached hereto as “**EXHIBIT B.**”

1 4. On March 29, 2024, Plaintiff Velasco filed a Class Action Complaint for Damages &
2 Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, thereby
3 commencing a putative class action and PAGA action entitled *Velasco v. Imperial Management Services,*
4 *et al.*, in the Superior Court of California for the County of Los Angeles, Case No. 24STCV08086 (the
5 “*Velasco* Action”) (together with the *Roberto* Action, the “Actions”) against Defendants Imperial
6 Management Services Group, LLC and Imperial Management Administrators Services for alleged
7 violations of the California Labor Code, including a claim for civil penalties pursuant to PAGA.

8 5. On August 2, 2024, Plaintiff Roberto filed a First Amended Class Action Complaint for
9 Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et*
10 *Seq.* (“First Amended Complaint”), thereby adding a claim for civil penalties pursuant to PAGA.

11 6. On December 24, 2024, the Court deemed the *Roberto* Action and the *Velasco* Action
12 related, with the *Roberto* Action being deemed the lead case.

13 7. Defendants deny all material allegations set forth in the Operative Complaints in the
14 Actions and have asserted numerous affirmative defenses in the cases. Notwithstanding, in the interest
15 of avoiding further litigation, Defendants desire to fully and finally settle the Actions, the Released Class
16 Claims, and the Released PAGA Claims.

17 8. Class Counsel diligently investigated the claims against Defendants, including any and
18 all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of
19 information, data, and documents, and review of Defendants’ employment and operations policies,
20 practices, and procedures.

21 9. On November 14, 2024, the Parties participated in mediation with the Honorable Raul
22 Ramirez (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions, and though
23 the mediation was unsuccessful with the assistance of the Mediator’s evaluations and further settlement
24 discussions between the Parties while litigating the Actions, the Parties reached the settlement that is
25 memorialized herein. The settlement discussions were conducted at arm’s-length, and the Settlement is
26 the result of an informed and detailed analysis of Defendants’ potential liability and exposure in relation
27 to the costs and risks associated with continued litigation. Based on the documents produced, as well
28 as Class Counsel’s own independent investigation and evaluation, Class Counsel believe that the

1 settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement
2 is fair, reasonable, and adequate and is in the best interest of the Class Members, the State of California,
3 and PAGA Employees in light of all known facts and circumstances, including the risk of significant
4 delay and uncertainty associated with litigation and various defenses asserted by Defendant.

5 10. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
6 for the purpose of compromising significantly disputed claims and that nothing herein is an admission
7 of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved,
8 it will be of no force or effect, and the Parties shall be returned to their original respective positions.

9 **DEFINITIONS**

10 11. The following definitions are applicable to this Settlement Agreement. Definitions
11 contained elsewhere in this Settlement Agreement will also be effective:

12 a. “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation
13 and resolution of the Actions and all actual costs incurred and to be incurred by Class Counsel in the
14 Actions, as set forth in Paragraph 16.

15 b. “Class Counsel” means Arby Aiwarzian, Joanna Ghosh, Yasmin Hosseini and
16 Daniel Bass of Lawyers *for* Justice, PC.

17 c. “Class List” means a complete list of all Class Members that Defendants will
18 diligently and in good faith compile from their records and provide to the Settlement Administrator. The
19 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each
20 Class Member’s last-known full name, mailing address, telephone number, Social Security Number,
21 start and end dates employed as an hourly-paid or non-exempt employee of Defendants in California
22 during the Class Period, and such other information as is necessary for the Settlement Administrator to
23 calculate Workweeks (as defined herein).

24 d. “Class Member(s)” or “Class” means all current and former hourly-paid or non-
25 exempt employees of Defendants in California employed during the Class Period. Defendants represent
26 that the number of Class Members is approximately five hundred and sixty-one (561) individuals, as of
27 the end of the Class Period.

28 e. “Class Notice” means the Notice of Class Action Settlement, substantially in the

1 form attached as “**Exhibit A.**”

2 f. “Class Period” means the time period from November 18, 2018 through November
3 14, 2024.

4 g. “Class Representatives” or “Plaintiffs” mean Ronald Roberto and Jessica Velasco.

5 h. “Class Settlement” means the settlement and resolution of all Released Class
6 Claims.

7 i. “Court” means the Superior Court of California for the County of Los Angeles.

8 j. “Defendants” means Defendants Imperial Management Services Group, LLC,
9 Imperial Health Holdings, and Imperial Management Administrators Services.

10 k. “Defendants’ Counsel” means Neal C. Lutterman, Jizell K. Lopez, and Jason G.
11 Eldred of Wilke Fleury, LLP.

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

16 m. “Employer Taxes” means the employers’ share of taxes and contributions in
17 connection with the wages portion of Individual Settlement Shares.

18 n. “Enhancement Payment(s)” means the amount to be paid to Plaintiffs in
19 recognition of their efforts and work in prosecuting the Actions.

20 o. “Final Approval” means the determination by the Court that the Settlement is fair,
21 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

22 p. “Final Approval Hearing” means the hearing at which the Court will consider and
23 determine whether the Settlement should be granted Final Approval.

24 q. “Individual PAGA Payment(s)” means the *pro rata* share of the PAGA Employee
25 Amount that a PAGA Employee may be eligible to receive for the PAGA Settlement, to be calculated
26 in accordance with Paragraph 21.

27 r. “Individual Settlement Payment(s)” means the net payment of each Settlement
28 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and

1 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
2 Paragraph 20.

3 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
4 Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in
5 accordance with Paragraph 20.

6 t. “LWDA Payment” means the amount of Fifty-Six Thousand Two Hundred and
7 Fifty Dollars (\$56,250.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the
8 LWDA for the PAGA Settlement, as set forth in Paragraph 19.

9 u. “Maximum Settlement Amount” means the amount of Five Hundred Thousand
10 Dollars (\$500,000.00), subject to Paragraph 40, to be paid by Defendants in full resolution of all
11 Released Class Claims, Released PAGA Claims, and the Actions provided for under the Class Settlement
12 and PAGA Settlement, which includes all Attorneys’ Fees and Costs to be paid to Class Counsel,
13 Enhancement Payments to be paid to Plaintiffs, PAGA Amount to be paid to the LWDA and PAGA
14 Employees, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement
15 Administration Costs to be paid to the Settlement Administrator. Employer Taxes will be paid by
16 Defendants separately and in addition to the Maximum Settlement Amount.

17 v. “Net Settlement Amount” means the Maximum Settlement Amount less the Court-
18 approved Enhancement Payments, Settlement Administration Costs, PAGA Amount, and Attorneys’ Fees
19 and Costs.

20 w. “Objection” means a Class Member’s written objection to the Class Settlement,
21 which must: (a) contain the case name and number of the *Roberto* Action; (b) contain the Class Member’s
22 full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c)
23 contain a written statement of all grounds for the objection accompanied by any legal and factual support
24 for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection
25 is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked
26 on or before the Response Deadline.

27 x. “Operative Complaints” means the Class Action Complaint for Damages &
28 Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* filed on

March 29, 2024 in the *Velasco* Action and the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* filed on August 2, 2024 in the *Roberto* Action.

y. “PAGA Amount” means the allocation of Seventy-Five Thousand Dollars (\$75,000.00) from the Maximum Settlement Amount as civil penalties pursuant to PAGA, for the settlement and resolution of the Released PAGA Claims. Seventy-five percent (75%) of the PAGA Amount, or \$56,250.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$18,750.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount).

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

aa. “PAGA Employee Amount” means the amount of Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Workweeks during the PAGA Period.

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

cc. “PAGA Settlement” means the settlement and resolution of Released PAGA Claims.

dd. “Parties” means Plaintiffs and Defendants, collectively, and “Party” means any of the Plaintiffs or Defendants.

ee. “Preliminary Approval” means entry of the Court order granting preliminary approval of the Settlement Agreement.

ff. “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

1 Labor Code § 226.7, (4) failure to pay minimum wages under California Labor Code §§ 1194, 1197 and
2 1197.1 et seq., (5) failure to timely pay wages upon termination under California Labor Code §§ 201,
3 202, and 203, (6) failure to timely pay wages during employment under California Labor Code §§ 204,
4 210, (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226, (8) failure to
5 keep requisite payroll records under California Labor Code § 1174(d), (9) failure to reimburse business
6 expenses under California Labor Code §§ 2800, 2802, and (10) violation of California's unfair
7 competition law under Business and Professions Code § 17200, et seq.

8 gg. “Released PAGA Claims” means all claims for civil penalties under PAGA that
9 were alleged or could have been alleged based on the factual allegations in the Operative Complaints,
10 Roberto PAGA Notice, and Velasco PAGA Notice, under the California Labor Code, Wage Orders,
11 regulations, and/or other provisions of law, for: (1) failure to pay overtime wages under California Labor
12 Code §§ 510, 1198, (2) failure to provide meal periods and/or pay meal period premiums under
13 California Labor Code §§ 226.7, 512, (3) failure to provide rest periods and/or pay rest period premiums
14 under California Labor Code § 226.7, (4) failure to pay minimum wages under California Labor Code
15 §§ 1194, 1197 and 1197.1, et seq., (5) failure to timely pay wages upon termination under California
16 Labor Code §§ 201, 202, and 203, (6) failure to timely pay wages during employment under California
17 Labor Code §§ 204, 210, (7) failure to provide accurate, itemized wage statements under Labor Code
18 Sec. 226, (8) failure to keep requisite payroll records under California Labor Code § 1174(d), and (9)
19 failure to reimburse business expenses under California Labor Code §§ 2800, 2802.

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

26 ii. “Request for Exclusion” means a Class Member’s written letter indicating a
27 request to be excluded from the Class Settlement, which must: (a) contain the case name and number of
28 the *Roberto* Action; (b) contain the Class Member’s full name, signature, address, telephone number,

1 and last four (4) digits of Social Security Number; (c) contain a clear written statement indicating that
2 the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the
3 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

4 jj. “Response Deadline” means the deadline by which Class Members must submit
5 a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is sixty
6 (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless
7 the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended
8 to the next day on which the U.S. Postal Service is open; in the event that a Class Notice is re-mailed to
9 a Class Member, the Response Deadline for that Class Member shall be extended by fourteen (14)
10 calendar days from the initial Response Deadline.

11 kk. “Settlement Administrator” means Phoenix Class Action Administration
12 Solutions or any other third-party class action settlement administrator agreed to by the Parties and
13 approved by the Court for purposes of administering this Settlement. The Parties and their counsel each
14 represent that they do not have any financial interest in the Settlement Administrator or otherwise have
15 a relationship with the Settlement Administrator that could create a conflict of interest.

16 ll. “Settlement Administration Costs” means the costs payable from the Maximum
17 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this
18 Settlement, as set forth in Paragraph 18.

19 mm. “Settlement Class Members” or “Settlement Class” means all Class Members who
20 do not submit a timely and valid Request for Exclusion.

21 nn. “Workweeks” means the number of weeks each Class Member was employed by
22 Defendants as an hourly-paid or non-exempt employee in California during the Class Period, which will
23 be calculated by the Settlement Administrator based on the start and end dates of each Class Member’s
24 employment with the Defendants as an hourly-paid or non-exempt employee in California.

25 oo. “Workweeks Dispute” means a Class Member’s and/or PAGA Employee’s
26 written letter disputing the pre-printed information on the Class Notice as to the number of Workweeks
27 credited to them, which must: (a) contain the case name and number of the *Roberto* Action ; (b) contain
28 the Class Member’s and/or PAGA Employee’s full name, signature, address, telephone number, and

last four (4) digits of Social Security Number; (c) clearly state that the Class Member and/or PAGA Employee disputes of the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

12. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

13. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under California Code of Civil Procedure section 382. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate as to any of the claims asserted by Plaintiffs against Defendants in a non-settlement context.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

14. Consolidation of the Cases and/or Amendment of the Operative Complaint. To implement the terms of the Settlement, if required by the Court, the Parties will enter a stipulation to formally consolidate the Actions. Alternatively, or in addition, if required, the Parties agree that Plaintiffs may seek leave to file, and upon being granted leave, may file a consolidated amended complaint in the *Roberto* Action that will consolidate the parties and claims asserted in the Actions. The Parties will execute and submit any stipulation regarding the Actions, or will seek to consolidate the actions and/or obtain leave to file an amended consolidated complaint by way of the motion for preliminary approval, whichever approach facilitates obtaining preliminary approval the soonest.

15. Funding and Disbursement of the Maximum Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting estimate of the amounts to be paid by Defendants pursuant to the terms of the Settlement

1 and establish a qualified settlement account for administration of the Settlement. Within forty-five (45)
2 calendar days after the Effective Date, Defendants will make a one-time deposit of the Maximum
3 Settlement Amount into the settlement account to be established by the Settlement Administrator. Within
4 seven (7) calendar days of the funding of the Maximum Settlement Amount, the Settlement Administrator
5 will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual
6 Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to PAGA
7 Employees; (c) LWDA Payment to the LWDA; (d) Enhancement Payments to Plaintiffs; (e) Attorneys'
8 Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to itself (the Settlement
9 Administrator). The Settlement Administrator will obtain funds from Defendants that are sufficient for
10 the Employer Taxes that Defendants must fund separately and in addition to the Maximum Settlement
11 Amount. The Settlement Administrator will also undertake filings and remittances in connection with
12 the employee's share of taxes on the wages portion of Individual Settlement Shares and the Employer
13 Taxes, that are necessary for administration of the Settlement.

14 16. Attorneys' Fees and Costs. Class Counsel will request and Defendants will not oppose
15 attorneys' fees of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., up to
16 \$175,000.00 if the Maximum Settlement Amount is \$500,000.00) and reimbursement of actual costs and
17 expenses associated with Class Counsel's litigation and settlement of the Actions, supported by
18 declaration, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), both of which will be
19 paid from the Maximum Settlement Amount subject to Court approval. These amounts will cover any
20 and all work performed and any and all costs incurred by Class Counsel in connection with the litigation
21 and settlement of the Actions, including without limitation all work performed and costs incurred to
22 date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's
23 approval of this Settlement Agreement, including any objections raised and any appeals necessitated by
24 those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
25 compensation for tax purposes and for paying any taxes on the amounts received. With respect to the
26 Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to
27 utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles for Class
28 Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall

not be included within the Settlement Administration Costs. Defendants and Defendants' Counsel shall not be liable for any expenses associated with the purchase or use of any attorney fee deferral vehicles for Class Counsel by the Settlement Administrator. Any portion of the requested Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

17. Enhancement Payments. In recognition of their efforts and work in prosecuting the Actions, Defendants agree not to oppose or impede any application or motion for an Enhancement Payment to each of the Plaintiffs in the amount of up to Seven Thousand Five Hundred Dollars (\$7,500.00) (for a combined total of \$15,000.00). The Enhancement Payments, which will be paid from the Maximum Settlement Amount subject to Court approval, will be in addition to any individual settlement payments that Plaintiffs are eligible to receive pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments, and Plaintiffs shall be solely and legally responsible for correctly characterizing their respective compensation for tax purposes and for paying any and all taxes on the amounts received. Should the Court not approve the Enhancement Payments to Plaintiffs, or approve one or both in an amount that is less than that set forth above, Plaintiffs shall not have the right to revoke this Agreement, and it will remain binding, and the difference between the amount approved by the Court (if any) and the amount allocated toward the Enhancement Payments will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

18. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Ten Thousand Dollars (\$10,000.00). These costs, which will be paid from the Maximum Settlement Amount subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein,

such excess amount will be deducted from the Maximum Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator, to undertake the requirement settlement administration duties, will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

19. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Seventy-Five Thousand Dollars (\$75,000.00) from the Maximum Settlement Amount will be allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$56,250.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$18,750.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., the Individual PAGA Payment).

20. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks during the Class Period, as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.

21. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Workweeks during the PAGA Period as follows: The Settlement Administrator will divide 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 multiply each PAGA Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

22. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or PAGA Employees to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiffs, Settlement Class Members, or PAGA Employees to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Payments and Individual PAGA Payments provided for in this Agreement are the sole payments to be made by Defendants to the Settlement Class Members and PAGA Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

23. Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code section 2699(1)(2), Class Counsel will submit a copy of this Settlement Agreement to the LWDA at the same time that it is submitted to the Court for preliminary approval.

24. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

25. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendants, the Settlement Administrator will perform a search based on the United States Postal Service’s National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English (in the form attached as **Exhibit C** to this Settlement Agreement) to all Class Members via U.S. mail, using the most current, known mailing addresses identified by the Settlement

1 Administrator.

2 b. With respect to Class Notices that are returned as undeliverable on or before the
3 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-
4 trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.

5 c. Dispute Regarding Workweeks. The Class Notice will include the procedure by
6 which a Class Member and/or PAGA Employee may dispute the number of Workweeks allocated to
7 him or her by submitting a timely and valid Workweeks Dispute. The date of the postmark on the return
8 mailing envelope will be the exclusive means to determine whether a dispute has been timely submitted.
9 Absent evidence rebutting the accuracy of Defendants' records and data as they pertain to the number
10 of Workweeks to be credited to a disputing Class Member and/or PAGA Employee, Defendants' records
11 will be presumed correct and determinative of the dispute. The Settlement Administrator will evaluate
12 the information and/or documents submitted by the Class Member and/or PAGA Employee and the
13 Settlement Administrator will resolve and determine the number of Workweeks that the disputing Class
14 Member and/or PAGA Employee should be credited with under the Settlement. The Settlement
15 Administrator's decision on such disputes will be final and non-appealable.

16 26. Settlement Checks.

17 a. The Settlement Administrator will be responsible for undertaking appropriate
18 deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to
19 the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA
20 Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement
21 Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one
22 check if the intended recipient for both payments is one individual.

23 b. The Settlement Administrator shall remit and report the applicable portions of the
24 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
25 Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent
26 necessary to determine the amount of the payroll tax payment required

27 c. Each Individual Settlement Payment check and Individual PAGA Payment check
28 will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original

1 issuance, and thereafter, shall be canceled. All funds remaining in connection with, and after the
2 cancelation of checks issued to Settlement Class Members and PAGA Employees, shall be paid to Legal
3 Aid at Work (“Proposed *Cy Pres* Recipient”). The Proposed *Cy Pres* Recipient is a non-profit legal
4 services organization that assists working people and families with low-incomes through litigation, policy
5 advocacy and training relating to workplace rights. The Parties and their counsel do not have any interests
6 in the Proposed *Cy Pres* Recipient or involvement within the governance or work of the Proposed *Cy Pres*
7 Recipient. Should the Court reject Legal Aid at Work as a viable *cy pres* recipient, the Parties agree to
8 select and propose an alternate *cy pres* recipient (“Alternate *Cy Pres* Recipient”) that is an entity that
9 the Parties and their counsel do not have any interest in and with respect to which they do not have any
10 involvement in the entity’s governance or work. Payment to the *Cy Pres* Recipient or Alternative *Cy Pres*
11 Recipient shall be made after the Court enters an order approving the Parties’ stipulation to amend the
12 judgment, which Parties shall prepare and file in accordance with California Code of Civil Procedure
13 section 384.5, *et seq.*

14 d. The Settlement Administrator shall undertake amended and/or supplemental tax
15 filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated
16 due to the cancelation of any Individual Settlement Payment or Individual PAGA Payment checks.
17 Settlement Class Members whose Individual Settlement Payment checks are canceled shall,
18 nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will
19 have claim preclusive impact with respect to them and all Settlement Class Members with respect to the
20 Class Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the
21 PAGA Employees with respect to the PAGA Settlement irrespective of whether their Individual PAGA
22 Payment checks are canceled.

23 27. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member
24 wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion
25 to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark
26 on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
27 has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
28 Defendants’ Counsel, the number of timely and valid Requests for Exclusion that were submitted, and

also identify the individuals who submitted them, in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. All PAGA Employees will be bound by the PAGA Settlement and will be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

28. Procedures for Objecting to the Class Settlement. Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) may object to the Class Settlement. To object to the Class Settlement, Settlement Class Members must submit a timely and complete Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must be signed by the Settlement Class Member and contain all information required by Paragraph 11(w) of this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members may also present their objection orally at the Final Approval Hearing, irrespective of whether they submit a written Objection. The Settlement Administrator will certify jointly to Class Counsel and Defendants' Counsel the Objections that were timely submitted, and also attach them as exhibits to a declaration that is to be filed with the Court in advance of the Final Approval Hearing.

29. Reports by the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members and/or PAGA Employees who have submitted Workweeks Disputes; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion; (c) the number of Class Members who have submitted timely and complete Objections; (d) the number of undeliverable Class Notices; and (e) the number of re-mailed Class Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately

1 notify the Parties when it receives a request from an individual or any other entity regarding inclusion
2 in the Class and/or Settlement.

3 30. Certification of Completion. Upon completion of administration of the Settlement, the
4 Settlement Administrator will provide a written declaration under oath to certify such completion to the
5 Court and counsel for all Parties.

6 31. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
7 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent
8 (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on
9 an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be
10 reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will
11 withhold the employee's share of taxes and withholdings with respect to the wages portion of the
12 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual
13 Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
14 withholdings). Each Individual PAGA Payment will be allocated as one hundred percent (100%)
15 penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

16 32. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
17 will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Employees, and Class
18 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
19 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all
20 payroll taxes, contributions, and withholdings to the appropriate government authorities.

21 33. Tax Liability. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel do not
22 intend anything contained in this Settlement Agreement, the Class Notice, or any other communications
23 to Class Members or PAGA Employees regarding the Settlement to constitute advice regarding taxes or
24 taxability, nor shall anything in this Settlement Agreement, the Class Notice, or any other
25 communication regarding the Settlement be relied on as such. Plaintiffs, Settlement Class Members, and
26 PAGA Employees understand and agree that they will be solely responsible for correctly characterizing
27 any compensation received by them under the Settlement on their personal income tax returns and
28 paying any and all taxes due for any and all amounts paid to them under the Settlement.

1 34. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
2 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
3 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
4 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT
5 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
6 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
7 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
8 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
9 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
10 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
11 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
12 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
13 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION
14 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
15 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
16 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
17 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO
18 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
19 CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES
20 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
21 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
22 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
23 BY THIS SETTLEMENT AGREEMENT.

24 35. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
25 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
26 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
27 of action or right herein released and discharged.

28 36. Releases of Claims.

1 a. Class Settlement Release. Upon the Effective Date and full funding of the
2 Maximum Settlement Amount, Plaintiffs and all Class Members who do not submit a timely and valid
3 Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever
4 released, settled, compromised, relinquished, and discharged the Released Parties of and from all
5 Released Class Claims.

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

12 c. General Release of Claims by Plaintiffs. In addition to the above releases of claims,
13 upon the Effective Date and full funding of the Maximum Settlement Amount,
14 Plaintiffs will be deemed to have fully released and discharged the Released Parties
15 of and from all claims arising from their employment with Defendants, separation of
16 employment from Defendants, and any acts that have or could have been asserted in
17 any legal action or proceeding against Defendants, whether known or unknown,
18 arising under any federal, state, or local law, or statute, including, *inter alia*, those
19 arising under the California Labor Code, Fair Labor Standards Act, Americans with
20 Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement
21 Income Security Act, National Labor Relations Act, California Corporations Code,
22 California Business and Professions Code, California Fair Employment and Housing
23 Act, California Constitution (all as amended), and law of contract and tort, as well as
24 for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits,
25 other employment compensation, emotional distress, medical expenses, other
26 economic and non-economic damages, attorney fees, and costs, arising on or before
27 the date of execution of the Settlement Agreement. With respect to those claims
28 released by Plaintiffs in an individual capacity, Plaintiffs acknowledges and waive any

1 and all rights and benefits available under California Civil Code section 1542, which
2 provides:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
4 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
5 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
6 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
7 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8 Plaintiffs understand and agree that claims or facts in addition to or different from those which are now
9 known or believed by Plaintiffs to exist may hereafter be discovered. It is Plaintiffs' intention to settle
10 fully and release all claims Plaintiffs now have against the Released Parties, whether known or unknown,
11 suspected or unsuspected, upon the Effective Date and full funding of the Maximum Settlement Amount.
12 Notwithstanding the above, this general release by Plaintiffs shall not extend to claims for workers'
13 compensation benefits, claims for unemployment benefits, or other claims that may not be released by
14 law.

15 37. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

16 Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for
17 Plaintiffs' motion for preliminary approval of the Settlement, and submit this Settlement Agreement to
18 the Court in support of said motion. Defendants agree to provide documentation to support claims o
19 Defendants agree not to oppose the motion for preliminary approval of the Settlement consistent with
20 this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary
21 Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- 22 a. Conditionally certifying the Class for settlement purposes only;
- 23 b. Granting Preliminary Approval of the Settlement;
- 24 c. Preliminarily appointing Plaintiffs as representatives of the Class;
- 25 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 26 e. Approving, as to form and content, the mutually-agreed upon and proposed Class
27 Notice and directing its mailing to the Class by U.S. Mail;
- 28 f. Approving the manner and method for Class Members to request exclusion from
or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether

the Settlement should be finally approved as fair, reasonable, and adequate.

38. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a hearing will be conducted on Plaintiffs' motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs. By way of said motion, Plaintiffs will apply for the entry of the mutually-agreed-upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Appointment of Plaintiffs as representatives of the Settlement Class;
- d. Appointment of Class Counsel as counsel for the Settlement Class;
- e. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- f. Approval of the application for Enhancement Payments to Plaintiffs;
- g. Directing Defendants to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- h. Entering judgment in the Actions, while maintaining continuing jurisdiction to implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

39. Effects of Termination of the Settlement. In the event that the Settlement Agreement is not approved by the Court, such a development shall have the following effects:

- a. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;
- b. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation)

1 shall be offered into evidence in the Actions or any other action for any purpose whatsoever; and

2 c. Any documents generated to bring the Settlement into effect, will be null and
3 void, and any order entered by the Court in furtherance of this Settlement Agreement will likewise be
4 treated as void from the beginning.

5 40. Escalator Clause. Defendants represent that, during the Class Period, there were 41,019
6 Workweeks for the Class Members. If it is determined that the total number of Workweeks exceed
7 41,019 by more than five percent (5%) (i.e. exceeds 43,070) during the Class Period) the Maximum
8 Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number
9 of Workweeks above 43,070 Workweeks (e.g., if the number of Workweeks increases by 6%, the
10 Maximum Settlement Amount will increase by 1%).

11 41. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
12 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
13 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
14 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
15 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

16 42. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
17 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
18 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

19 43. Limitation on Publicity. Parties and their respective counsel agree not to issue press
20 releases and engage in any publicity regarding the Settlement, except as shall be contractually required
21 to effectuate the terms of the Settlement and respond to inquiries received from Class Members and
22 PAGA Employees. However, for the limited purpose of allowing Class Counsel to prove their
23 experience and adequacy as class counsel in other actions, Class Counsel may reference the Settlement
24 in the Actions for such purposes. Furthermore, Plaintiffs and Class Counsel will undertake any and all
25 disclosures and submissions required to be made to the LWDA in conformity with PAGA.

26 44. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
27 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
28 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section

1 1625 and California Code of Civil Procedure section 1856(a), and any other provisions of state or federal
2 law, which provide that a written agreement is to be construed according to its terms and may not be
3 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
4 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. This
5 Settlement Agreement contains the entire agreement between the Parties relating to the settlement and
6 transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,
7 representations, and statements, whether oral or written and whether by a Party or such Party's legal
8 counsel, are merged herein.

9 45. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
10 Actions (including, and not limited to, the deadline to bring the Actions to trial under California Code
11 of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the
12 Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

13 46. Amendment and Waiver. The Parties may not waive, amend, or modify any provision of
14 this Settlement Agreement except by written agreement signed by counsel for the Parties, and subject
15 to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement
16 will not constitute a waiver of any other provision.

17 47. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
18 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
19 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant
20 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
21 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
22 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
23 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
24 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
25 provisions that otherwise might apply under state or federal law.

26 48. Signatories. It is agreed that because the members of the Class are so numerous, it is
27 impossible or impractical to have each Class Member execute this Settlement Agreement. The Class
28 Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement

Class Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

49. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

50. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

51. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

52. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions, Released Class Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

54. Cooperation. By signing this Settlement Agreement, the Parties are hereby bound by the terms herein and agree to fully cooperate to implement the Settlement.

55. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued

1 litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny,
2 that they have violated any state, federal, or local law; violated any regulations or guidelines
3 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
4 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
5 or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement
6 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
7 construed as an admission or concession by Defendants of any such violations or failures to comply with
8 any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
9 Agreement, this Settlement Agreement and its terms and provisions shall not be offered as evidence in
10 any action or proceeding to establish any liability or admission on the part of Defendants or to establish
11 the existence of any condition constituting a violation of, or a non-compliance with state, federal, local,
12 or other applicable law.

13 56. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
14 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
15 provisions of this Settlement Agreement.

16 57. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
17 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
18 more strictly against one Party than another merely by virtue of the fact that it may have been prepared
19 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
20 between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

21 58. Representation by Counsel. The Parties acknowledge that they have been represented by
22 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that
23 this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in
24 full by the Parties with the assistance of their respective counsel.

25 59. All Terms Subject to Final Court Approval. All amounts and procedures described in
26 this Settlement Agreement herein will be subject to final Court approval.
27
28

60. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiffs and Class Counsel:

Arby Aiwezian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Daniel Bass, Esq.
LAWYERS for JUSTICE, PC
450 North Brand Blvd, Suite 900
Glendale, California 91203

To Defendants:

Neal C. Lutterman
Jizell K. Lopez
Jason G. Eldred
WILKE FLEURY LLP
621 Capitol Mall, Suite 900
Sacramento, California 95814

61. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.

62. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and PAGA Settlement and Release between Plaintiffs and Defendants:

IT IS SO AGREED.

PLAINTIFF RONALD ROBERTO

Dated: 03/09/2026, 2026

Electronically Signed 2026-03-09 20:18:44 UTC - 47.150.133.172
Nintex AssureSign® 8998b739-e5db-4a59-8764-b408014370e

Ronald Roberto, Plaintiff

PLAINTIFF JESSICA VELASCO

Dated: 03/10/2026, 2026

Electronically Signed
2026-03-10 23:33:39 UTC - 76.33.233.157
Nintex AssureSign®
f281e98e-547f-4be9-b016-b40801448cd4

Jessica Velasco, Plaintiff

DEFENDANT IMPERIAL MANAGEMENT SERVICES GROUP, LLC

Dated: _____, 2026

Full Name:
Title:
On behalf of Imperial Management Services Group, LLC

DEFENDANT IMPERIAL HEALTH HOLDINGS

Dated: _____, 2026

Full Name:
Title:
On behalf of Imperial Health Holdings

DEFENDANT IMPERIAL MANAGEMENT ADMINISTRATORS SERVICES

Dated: _____, 2026

Full Name:
Title:
On behalf of Imperial Management Administrators Services

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: March 11, 2026


Arby Aiwazian
Joanna Ghosh
Daniel Bass
Yasmin Hosseini
Attorneys for Plaintiffs and Proposed Class Counsel

PLAINTIFF JESSICA VELASCO

Dated: _____, 2026

Jessica Velasco, Plaintiff

DEFENDANT IMPERIAL MANAGEMENT SERVICES GROUP, LLC

Dated: 3/12/2026
_____, 2026



Full Name: Paveljit S Bindra
Title: CEO
On behalf of Imperial Management Services Group, LLC

DEFENDANT IMPERIAL HEALTH HOLDINGS

Dated: 3/12/2026
_____, 2026



Full Name: Paveljit S Bindra
Title: CEO
On behalf of Imperial Health Holdings

DEFENDANT IMPERIAL MANAGEMENT ADMINISTRATORS SERVICES

Dated: 3/12/2026
_____, 2026



Full Name: Paveljit S Bindra
Title: CEO
On behalf of Imperial Management Administrators Services

APPROVED AS TO FORM:

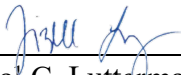
LAWYERS *for* JUSTICE, PC

Dated: _____, 2026

Arby Aiwazian
Joanna Ghosh
Daniel Bass
Yasmin Hosseini
Attorneys for Plaintiffs and Proposed Class Counsel

WILKE FLEURY LLP

Dated: March 13, 2026



Neal C. Lutterman
Jizell K. Lopez
Jason G. Eldred
Attorneys for Defendants Imperial Management Services
Group, LLC, Imperial Health Holdings, and Imperial
Management Administrators Services

Exhibit A



September 5, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

**Re: IMPERIAL HEALTH HOLDINGS; IMPERIAL MANAGEMENT
ADMINISTRATORS SERVICES; IMPERIAL MANAGEMENT SERVICES
GROUP, LLC**

Dear Representative:

We have been retained to represent Ronald Roberto against Imperial Health Holdings, Imperial Management Administrators Services, and Imperial Management Services Group, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Imperial Health") for violations of California wage-and-hour laws. Mr. Roberto seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Roberto seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Imperial Health employed Mr. Roberto as an hourly-paid, non-exempt employee in the State of California. Mr. Roberto is an "aggrieved employee" as defined by California Labor Code section 2699 because she was employed by Imperial Health and she suffered one or more of the alleged violations, as demonstrated below.

The "aggrieved employees" that Mr. Roberto may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Imperial Health has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,

1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

Imperial Health required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Imperial Health rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Imperial Health over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Roberto and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Roberto and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Imperial Health required Mr. Roberto and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Imperial Health also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 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 if an employee quits 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' 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. During the relevant time period, Imperial Health failed to pay Mr. Roberto and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Imperial Health failed to pay Mr. Roberto and other aggrieved employees all wages due to them within any time period specified by California

Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Imperial Health did not provide Mr. Roberto and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Imperial Health were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Roberto and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Roberto and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Roberto and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Roberto and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Roberto and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Imperial Health failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Roberto and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Imperial Health did not provide Mr. Roberto and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall

be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Imperial Health failed to pay Mr. Roberto and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Roberto and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Imperial Health failed to pay Mr. Roberto and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Roberto and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Roberto and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Imperial Health.

Therefore, on behalf of all aggrieved employees, Mr. Roberto seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Arman Marukyan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Imperial Health Holdings
Imperial Management Administrators Services
Imperial Management Services Group, LLC
c/o Neal C. Lutterman
Jizell K. Lopez
Jason G. Eldred
WILKE FLEURY LLP
Attorneys
621 Capitol Mall, Suite 900
Sacramento, CA 95814

LAWYERS FOR JUSTICE

410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

Imperial Health Holdings
Imperial Management Administrators Services
Imperial Management Services Group, LLC
c/o Neal C. Luterman, Jizell K. Lopez, Jason G. Eldred
WILKE FLEURY LLP
Attorneys
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Imperial Management Services Group, LLC
c/o Neal C. Luterman, Jizell K. Lopez, Jason G. Eldred
WILKE FLEURY LLP
Attorneys
621 Capitol Mall, Suite 900
Sacramento, CA 95814

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c/o Neal C. Luterman, Jizell K. Lopez, Jason G. Eldred
WILKE FLEURY LLP
Attorneys
621 Capitol Mall, Suite 900
Sacramento, CA 95814

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Imperial Health Holdings
Imperial Management Administrators Services
Imperial Management Services Group, LLC
c/o Neal C. Lutterman, Jizell K. Lopez, Jason G. Eldred
WILKE FLEURY LLP
Attorneys
621 Capitol Mall, Suite 900
Sacramento, CA 95814

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Re: Ronald Roberto v. Imperial Health Holdings

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Imperial Health Holdings
Imperial Management Administrators Services
Imperial Management Services Group, LLC
c/o Neal C. Lutterman, Jizell K. Lopez, Jason G. Eldred
WILKE FLEURY LLP
Attorneys
621 Capitol Mall, Suite 900
Sacramento, CA 95814

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PAGA Notice

Ronald Roberto v. Imperial Health Holdings

Exhibit B



January 24, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

**Re: IMPERIAL MANAGEMENT SERVICES GROUP, LLC; IMPERIAL
MANAGEMENT ADMINISTRATORS SERVICES**

Dear Representative:

We have been retained to represent Jessica Velasco against Imperial Management Services Group, LLC, and Imperial Management Administrators Services (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Imperial") for violations of California wage-and-hour laws. Ms. Velasco seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Velasco seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Imperial employed Ms. Velasco as an hourly-paid, non-exempt employee from approximately June 2020 to approximately February 2023, in the State of California.

The "aggrieved employees" that Ms. Velasco may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Imperial has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

Imperial required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries, and arriving to work early to find parking.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Velasco and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Velasco and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Imperial required Ms. Velasco and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 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 if an employee quits 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' 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. During the relevant time period, Imperial failed to pay Ms. Velasco and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Imperial failed to pay Ms. Velasco and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Imperial did not provide Ms. Velasco and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Imperial were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Velasco and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above, and the naming of the incorrect business entity on Ms. Velasco's records.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Velasco and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Velasco and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Velasco and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Velasco and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Imperial failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Velasco and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Imperial did not provide Ms. Velasco and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Imperial failed to pay Ms. Velasco and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Velasco and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Imperial failed to pay Ms. Velasco and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Velasco and the other aggrieved employees were required to report for work a

second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Velasco and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Imperial. These costs include, but are not limited to, the use of a personal phone for work-related tasks, and the purchasing and maintenance of and supplies.

Therefore, on behalf of all aggrieved employees, Ms. Velasco seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Imperial Management Services Group, LLC
c/o Michael Polis
Agent for Service of Process
1100 E. Green Street
Pasadena, CA 91106

Imperial Management Administrators Services
1100 E Green St
Pasadena, CA 91106

Jizell K. Lopez
WILKE FLEURY LLP
Attorney
621 Capitol Mall, Suite 900
Sacramento CA 95814

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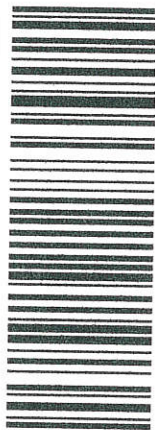
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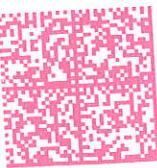
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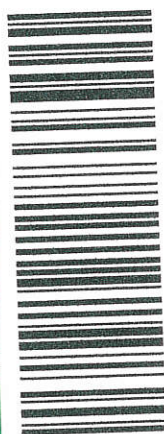
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1. Article Addressed to:

Jizell K. Lopez
WILKE FLEURY LLP
Attorney
621 Capitol Mall, Suite 900
Sacramento CA 95814

9590 9402 6997 1225 8072 28

7020 2450 0001 0966 7379

PS Form 3811, July 2020 PSN 7530-02-000-9053

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 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Insured Mail
 - ☐ Insured Mail Restricted Delivery (over \$500)
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- A receipt (this portion)
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- A record of delivery (signature) that is retained for a specified period.

Important Reminders

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- Certified Mail service is available for international mail.
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313 E BROADWAY
GLENDAL, CA 91205-9998
(800)275-8777

01/24/2024 04:41 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.68
Pasadena, CA 91106			
Weight: 0 lb 1.00 oz			
Estimated Delivery Date			
Fri 01/26/2024			
Certified Mail®			\$4.40
Tracking #:			
7020245000109667393			
Return Receipt			\$3.65
Tracking #:			
9590 9402 6997 1225 8072 42			
Affixed Postage			-\$8.73
Affixed Amount: \$8.93			
Total			\$0.00

Grand Total: \$0.00

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Receipt #: 840-59130024-7-5517469-2
Clerk: 14

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PAGA Notice #1:
Velasco v.

Imperial Management Services Group, LLC, et al.

For delivery information, visit our website at www.usps.com

Pasadena, CA 91106

Certified Mail Fee \$4.40
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$3.65
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postmark
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Imperial Management Services Group, LLC
c/o Michael Polis
Agent for Service of Process
1100 E. Green Street
Pasadena, CA 91106

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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☐ Priority Mail Express®
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☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
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☐ Delivery Restricted Delivery
☐ Insured Mail Restricted Delivery (over \$500)

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Imperial Management Services Group, LLC
c/o Michael Polis
Agent for Service of Process
1100 E. Green Street
Pasadena, CA 91106



9590 9402 6997 1225 8072 42

7020 2450 0001 0966 7393

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt



GLEDALE
313 E BROADWAY
GLEDALE, CA 91205-9998
(800)275-8777

01/24/2024 04:49 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.68
Pasadena, CA 91106 Weight: 0 lb 1.00 oz Estimated Delivery Date Fri 01/26/2024			
Certified Mail®			\$4.40
Tracking #: 70202450000109667386			
Return Receipt			\$3.65
Tracking #: 9590 9402 6997 1225 8072 35			
Affixed Postage			-\$8.73
Affixed Amount: \$8.93			
Total			\$0.00

Grand Total: \$0.00

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UFN: 053012-0711
Receipt #: 840-59130024-7-5517576-2
Clerk: 14

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Domestic Mail Imperial Management Services Group, LLC, et al.

PAGA Notice #2:

Velasco v.

For delivery information, visit our website at www.usps.com

Pasadena, CA 91106

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$3.65
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Imperial Management Administrators Services
1100 E Green St
Pasadena, CA 91106

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

Service Type
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☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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1. Article Addressed to:
Imperial Management Administrators Services
1100 E Green St
Pasadena, CA 91106

2. Article Addressed to:

9590 9402 6997 1225 8072 35

7020 2450 0001 0966 7386

PS Form 3811, July 2020 PSN 7530-02-000-9053



GLENDAL
313 E BROADWAY
GLENDAL, CA 91205-9998
(800)275-8777

01/24/2024 04:47 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.68
Sacramento, CA 95814			
Weight: 0 lb 1.00 oz			
Estimated Delivery Date Sat 01/27/2024			
Certified Mail® Tracking #:			\$4.40
7020245000109667379			
Return Receipt Tracking #:			\$3.65
9590 9402 6997 1225 8072 28			
Affixed Postage			-\$8.73
Affixed Amount: \$8.93			
Total			\$0.00

Grand Total: \$0.00

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or call 1-800-410-7420.

UFN: 053012-0711
Receipt #: 840-59130024-7-5517553-2
Clerk: 14

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PAGA Notice #3:

Velasco v.

Imperial Management Services Group, LLC, et al.

For delivery information, visit our website at www.usps.com®

Sacramento, CA 95814

OFFICIAL USE

Certified Mail Fee \$4.40

\$7.45
Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$1.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$11.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Jizell K. Lopez

WILKE FLEURY LLP

Attorney

621 Capitol Mall, Suite 900

Sacramento CA 95814

Postmark
Here

01/24/2024

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

COMPLETE THIS SECTION ON DELIVERY

☐ Agent
☐ Addressee

C. Date of Delivery

A. Signature
B. Received by (Printed Name)

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

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Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jizell K. Lopez
WILKE FLEURY LLP
Attorney
621 Capitol Mall, Suite 900
Sacramento CA 95814

9590 9402 6997 1225 8072 28
7020 2450 0001 0966 7379

2. Article Number

PS Form 3811, July 2020 PSN 7530-02-000-9053

Exhibit C

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.