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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

KYLE E. PETTY and CORINA ANGELA MACIAS, individuals on behalf of themselves and others similarly situated,

Plaintiffs,

vs.

RADIOLOGY PARTNERS MANAGEMENT, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 24STCV05436

Assigned To:
Hon. Elihu M. Berle
Dept.: 6

DECLARATION OF ENOCH J. KIM IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT AGREEMENT

Motion for PAGA Approval Hearing Date:
Hearing Date: May 19, 2025
Time: 11:00 a.m.
Department: 6

DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California.

2. I am Senior Counsel at D.Law, Inc., counsel of record for Plaintiffs Kyle E. Petty and Corina Angela ("Plaintiffs") on behalf of themselves and other similarly situated employees of Defendant Radiology Partners Management, LLC ("Defendant") ("Plaintiffs and Defendant collectively referred to herein as "the Parties"). My firm and I are referred to herein as "PAGA Counsel."

3. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I submit this Declaration in support of Plaintiffs' Motion for Approval of the Parties' PAGA Settlement Agreement ("Settlement Agreement") under California Labor Code 2698 *et seq*. The Parties' Settlement Agreement is attached hereto as **Exhibit 1**.

PROCEDURAL HISTORY AND DISCOVERY EFFORTS

4. On March 04, 2024, Plaintiff Petty filed his proposed class action complaint against Defendant, asserting the following causes of action: (1) Failure to Pay Minimum Wages and for all Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability under Labor Code § 226.7; (4) Rest-Break Liability under Labor Code § 226.7; (5) Violation of Labor Code § 226(a) and 226.2; (6) Violation of Labor Code § 204; (7) Violation of Labor Code § 203; (8) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (9) Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5; (10) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (11) Violation of Business & Professions Code § 17200 *et seq*. ("the Action");

5. On March 5, 2024, Plaintiff Petty filed a claim online with the California Labor & Workforce Development Agency (the "LWDA") pursuant to Labor Code § 2699.3(a)(1) and gave notice to the Defendant ("PAGA Notice"). The PAGA Notice is attached hereto as **Exhibit 2**. The

PAGA Notice sought civil penalties and alleged claims against Defendant for failure to pay minimum wages, failure to pay wages and overtime, failure to provide meal and rest breaks, unlawfully collecting or receiving wages in violation of Labor Code § 221, failure to issue accurate wage statements, failure to issue semimonthly payments in violation of Labor Code § 204, failure to maintain records in accordance with Labor Code §1174, failure to pay waiting time penalties, failure to provide paid sick days, and failure to reimburse business expenses Labor Code § 2802. The LWDA did not respond to the PAGA Notice and did not notify Plaintiff Petty that it intended to investigate Plaintiff's allegations.

6. On April 5, 2024, Defendant removed the Action to the United States District Court for the Central District of California before the Honorable Judge Stanley Blumenfeld, Jr. However, after conferring and reviewing an arbitration agreement between Plaintiff Petty and Defendant, the Parties filed a joint stipulation agreeing to voluntarily dismiss Plaintiff's class claims without prejudice, remand Plaintiff Petty's remaining claims to state court, and compel Plaintiff's individual claims to arbitration. The United States District Court for the Central District of California partially granted the Parties' request, dismissing the Class claims and remanding the Action to state court on May 7, 2024.

7. On May 22, 2024, 65 days after Plaintiff Petty's submission of the PAGA Notice, Plaintiff Petty filed a First Amended Complaint, alleging a twelfth cause of action for civil penalties under PAGA. In doing so, Plaintiff Petty's counsel inadvertently revived the class claims. The Parties thereafter filed a Joint Stipulation and Proposed Order to Dismiss Plaintiff's Class Claims Without Prejudice and to Mediate Plaintiff's Individual Claims and Representative PAGA Claims, which the Court granted on June 7, 2024.

8. The Parties mediated this matter before Tripper Ortman III, a well-respected employment law mediator, on December 20, 2024, and reached a settlement. As part of the Parties' settlement, the Parties have agreed Plaintiffs would file a Second Amended Complaint ("SAC") to include Corina Angela Macias as a named Plaintiff to the Action. Plaintiffs subsequently submitted an amended letter notifying the LWDA about Plaintiff's intent to file an SAC, adding Plaintiff Corina Angela Macias as a named plaintiff and her claims to the Action.

9. When the 65-day period ran, Plaintiffs and Defendant filed a Joint Stipulation and Proposed Order to Continue the Filing Deadline and For Leave for Plaintiff to file a Second Amended Complaint while having Plaintiffs' class claims remain dismissed pursuant to the Court's Order dated June 7, 2024. The Court issued an order granting Plaintiff leave to file the SAC, and as a result, Plaintiff filed a SAC ("Operative Complaint"), adding Plaintiff Corina Angela Macias as a named plaintiff and her claims to the Action on April 1, 2025.

10. Before filing the lawsuit, PAGA Counsel investigated and researched the facts and circumstances underlying the pertinent issues and the law applicable thereto. This required thorough discussions and interviews between PAGA Counsel and Plaintiffs, as well as preliminary research into the various legal issues involved in the case. After conducting our initial investigation, PAGA Counsel determined that Plaintiffs' claims were well-suited to proceed on a representative basis owing to what appeared to be a common course of conduct affecting a similarly situated group of employees.

11. After filing the lawsuit and prior to mediation, the Parties conducted comprehensive informal discovery. Defendant provided data, numbers, and documents, including an Aggrieved Employee List (by employee number), an employee handbook entitled "Radiology Partners Teammate Handbook," a sampling of employee's timekeeping and payroll data, and Plaintiffs' wage statements. Defendant also provided information relating to the number of Aggrieved Employees and pay periods.

12. The information and data exchanged by Plaintiffs and Defendant prior to and during mediation and settlement negotiations were sufficient to reliably assess the merits of the Parties' respective positions, to compromise the issues on a fair and equitable basis, and to devise a formula for distribution of civil penalties among the Aggrieved Employees that took into consideration the strength of the PAGA claims.

SETTLEMENT NEGOTIATIONS AND TERMS

13. On December 20, 2024, the Parties attended an all-day mediation with Tripper Ortman III, Esq. During mediation, the Parties exchanged further information and discussed all aspects of the case, including Plaintiffs' claims, Defendant's defenses, and the prospects of further litigation.

The Parties recognized that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings and that further litigation would lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties took into account the risk and uncertainty of the outcome inherent in any litigation.

14. With the assistance of a highly respected wage and hour mediator, the Parties agreed to the general terms for settling this Action in a Memorandum of Understanding ("MOU") which provided, among other things, that the Parties would cooperate in drafting and executing a long-form settlement agreement. PAGA Counsel and counsel for Defendant thereafter drafted, negotiated, and agreed upon the Settlement Agreement, which includes the material terms agreed upon by the Parties in the MOU.

15. Plaintiffs believe that the PAGA Settlement provides for a fair, adequate, and reasonable resolution of the Action and have arrived at the Settlement after extensive, arm's length negotiations, considering all relevant factors, present and potential. PAGA Counsel believes that the Settlement confers real benefits upon the State and Aggrieved Employees and that an independent review of the Settlement by the Court in the approval process will confirm this conclusion.

16. For purposes of the Settlement, "Aggrieved Employees" are defined as: all persons employed by Defendant in hourly or non-exempt positions in California at any time during the PAGA Period. (Exhibit 1, ¶ I.C.) The PAGA Period is defined as the period from March 5, 2023, through the date of entry of the Court's order granting final approval of the Settlement and entering judgment ("Final Approval"). (Exhibit 1, ¶¶ I.V., I.C., I.K.) Based on its records, Defendant represents that there are approximately 92 Aggrieved Employees and approximately 2,800 PAGA Pay Periods in the aggregate from March 5, 2023 through December 20, 2024. (Exhibit 1, ¶ V.A., D.1.). In the event that the total PAGA Pay Periods are greater than 3,080 PAGA Pay Periods prior to Final Approval, either the PAGA Period will end on the date in which the number of PAGA Pay Periods reaches 3,080 or the Gross Settlement Amount will increase proportionately to the number of total PAGA Pay Periods in excess of that number (i.e., if the final number of total PAGA

Pay Periods for the PAGA Period increases by 15% over 2,800 PAGA Pay Periods, the amount of the Gross Settlement Amount will increase by 5%.) (Exhibit 1, ¶ D.1-2).

17. The Settlement Agreement requires Defendant to pay the total sum of Ninety-Five Thousand Dollars and Zero Cents ($95,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount will be allocated as follows, pending Court approval:

a) Attorneys' fees in the amount of $31,666.66 ("Attorneys' Fee Payment") and litigation costs in the amount of $19,143.29 ("Litigation Expenses Payment"), which is lower than the requested $25,000.00 "not-to-exceed" amount allocated in the Settlement Agreement;

b) Administration costs of no more than $4,750.00 to be paid to the Settlement Administrator, Apex Class Action LLC ("Apex"), for sending notices and for calculating settlement shares and preparing all checks and mailings ("Administration Expenses Payment"); and

c) The remainder of the Gross Settlement Amount after deducting the above costs is approximately $39,440.05 and shall be designated as PAGA penalties ("PAGA Settlement Payment") to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% ($29,580.04) being paid to the LWDA ("LWDA PAGA Payment") and 25% ($9,860.01) being paid to the Aggrieved Employees on a pro-rata basis ("Individual PAGA Payment"). The average payment to the Aggrieved Employees will be approximately $107.17 ($9,860.01 divided by 92 Aggrieved Employees, which is the approximate number of Aggrieved Employees based on the data given at the time of mediation) as their share of the Individual PAGA Payment.

18. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and PAGA Counsel's own prior litigation experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable taking into consideration the amounts received in other PAGA actions, the risks inherent in

litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the settlement award he or she will receive. Further, and based on the settlement negotiations, which were extensive and conducted in good faith and at arm's length between attorneys with substantial experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive settlement process in which the Parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

THE STRENGTH OF CASE IN LIGHT OF THE SETTLEMENT AMOUNT

19. Plaintiffs allege that Defendant violated various provisions of California law and seeks civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq*. Under Labor Code § 2699, specifically, Plaintiffs alleged that Defendant:

- Failed to pay Aggrieved Employees minimum wages and overtime for "off-the-clock" work, including requiring Aggrieved Employees to work through their meal periods and answer customer service calls or perform other job responsibilities, and failing to account for the minutes Aggrieved Employees spent waiting to record their time before and after work shifts and during meal period breaks.
- Failed to provide Aggrieved Employees with compliant meal periods because their meal periods, when provided, were frequently interrupted by their managers and job requirements and were provided after the fifth hour of their shift. Moreover, Plaintiffs and the Aggrieved Employees were compelled to respond to managerial demands without adequate staffing, which prevented them from taking their required uninterrupted, thirty-minute meal period.
- Failed to provide Aggrieved Employees with compliant rest periods as they frequently received interrupted, shortened, or no rest periods at all.
- Failed to issue accurate wage statements, including the failure to include all hours worked by Aggrieved Employees.
- Failed to maintain accurate timekeeping records and/or commission records for Plaintiffs.
- Failed to timely pay Aggrieved Employees on a semimonthly basis.

- Failed to produce all requested business records in response to a timely and lawful request.
- Failed to reimburse Aggrieved Employees for business expenses, including the cell phone-related expenses Plaintiffs incurred in responding to calls from management, clocking in and out on the Defendant's app, the expenses related to the use of Plaintiff Petty's personal computer, Plaintiff Macias' required purchase of a router cable, and the use of Plaintiffs' internet.

20. Defendant denied and continues to deny all of the claims made by Plaintiffs in this Action and contends that they acted at all relevant times in conformance with the law. Defendant contends that Plaintiffs and Aggrieved Employees were paid for all hours worked and that any alleged "off-the-clock" work was de minimis and performed without Defendant's knowledge; that Defendant provided Plaintiffs and Aggrieved Employees with the opportunity to take compliant meal periods and rest breaks and advised them to do so according to their policies; that Defendant paid all wages due on a timely basis and using Labor Code compliant instruments; that Defendant's wage statements complied with the law; and that neither Plaintiffs nor any Aggrieved Employees incurred reasonable business-related expenses for which they were not reimbursed. As a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendant in a settlement.

PAGA Penalties

21. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiffs to obtain civil penalties on behalf of themselves and other aggrieved employees for Defendant's violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(i), seventy-five percent (75%) of the penalties recovered must be allocated to the LWDA, with the remaining twenty-five percent (25%) allocated to the affected employees. However, under

Amaral v. Cintas, 163 Cal. App. 4th 1157, 1207-09 (2008), the Court held that a lower penalty amount of $100 per violation applies in the absence of a determination that a violation actually occurred.

22. Plaintiffs estimated that the maximum potential exposure on the PAGA claim is $280,000.00, calculated by multiplying the total number of PAGA Pay Periods (2,800) by $100 per violation. Plaintiffs' calculation of the total potential exposure on the PAGA claim was based on one PAGA penalty per PAGA Pay Period (i.e., Plaintiffs did not stack the PAGA penalties in their damages calculation).

23. Case law supports the notion that it is inappropriate to "stack" penalties for multiple violations, particularly when those violations all stem from the same alleged "injury" *Aguirre v. Genesis Logistics,* 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief…The violation of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666, 681-82) (1994); *Li v. A Perfect Day Franchise, Inc*., 2012 WL 2236752, *17 (N.D. Cal.2012) ("There is no authority that "would permit double recovery of essentially the same penalties.")

24. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that "a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (See Thurman v. Bayshore (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision) (emphasis added); see also Carrington v. Starbucks Corp., 30 Cal. App. 5th 504, 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the fifth hour of work); Sanchez v. McDonald's Corp. (2017), LASC Case No. No. BC 499888 (98% reduction from $41 million to $775,000); Ghrdilyan v. RJ Financial (2012), LASC Case No. BC430633 (94% reduction from $5.4 million to $325,000); Fleming v. Covidien, Inc. (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from $2.8 million to $375,000).). In departing from the $100/pay period calculation to arrive at the $95,000.00 Gross Settlement Amount in this case, Plaintiffs considered various reasons why the Court may reduce

any eventual recovery at its discretion and considered that PAGA penalties are not mandatory but permissive.

25. The Gross Settlement Amount of $95,000.00 is approximately 33.93% of the maximum potential exposure of $280,000.00. The Gross Settlement Amount therefore represents a strong value at approximately $33.93 per PAGA Pay Period. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, and the risks and delays posed by further litigation, PAGA Counsel believes that the recovery for the State and Aggrieved Employees is fair and reasonable.

REQUEST FOR ATTORNEYS' FEES AND COSTS

26. PAGA Counsel is requesting an Attorneys' Fee Payment in the amount of **$31,666.66** for attorneys' fees and a Litigation Expenses Payment of **$19,143.29** for litigation costs incurred. D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 3**. The Parties, in their Settlement Agreement, agreed to an amount of up to $25,000.00 for Litigation Expenses Payment, which Defendant does not oppose. The lion's share of these costs were incurred in connection with mediation, and the others listed were all reasonably incurred and necessary to the prosecution of this Action.

27. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the substantial work they have put into this case and the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse PAGA Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the notification to the Aggrieved Employees, communicating with Aggrieved Employees regarding their claims, and assisting in the administration of the Settlement if it is approved.

28. Throughout this case, PAGA Counsel have borne, and continue to bear, the entire risk and cost of litigation associated with this Action on a pure contingency basis. As a result, PAGA Counsel have yet to receive any compensation for the amount of time and money invested in the case to date.

29. Contingent-fee cases present the very real risk of working hundreds if not thousands of hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel

must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the out-of-pocket expenses incurred on the plaintiffs' behalf. And the prospect of a court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more than a potential that never materializes. First, you must win the case to get a court-awarded fee; even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there are always pitfalls and unforeseen obstacles that arise along the way, such as settlement offers that the client may accept without ensuring that we receive a reasonable fee or changes in the law that substantially affect the merits of the case, or other uncertainties involving the client. Finally, there is the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-pocket expenses. If that money were to be invested in some sort of financial investment, one would expect a reasonable rate of return on that investment. Here, however, the best we can hope to recover is our money, and then only if we are substantially successful; if we are not, all or part of this "investment" can be lost.

30. PAGA Counsel is well acquainted with the contingent fee market throughout California, particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in class-action and PAGA suits. Many of those agreements required that counsel receive a fee under certain scenarios that exceed thirty-five percent of the recovery. PAGA Counsel's recent attorneys' fees awards in similar wage-and-hour class and PAGA actions have been 35% of the recovery.

31. PAGA counsel in contingency-fee cases typically receive attorneys' fees equal to or greater than forty percent of the gross settlement amount. See Crandall v. U-Haul (Los Angeles County Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-exemption class action; in Bushnell v. Cremar, Inc. (Orange County Super. Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in Abzug v. Kerkorian CA000981 (Los Angeles County Super. Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in Haitz v. Meyer, et al., Alameda County Super. Court, 8-20-1990 No. 572968-3, the court awarded a 40% fee; in Elliott v.

Clothestime (Orange County Super. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class certification stage; in both Rippee v. Boston Market Corporation, Case No.: 05 CV 1359 BTM (JMA) and Barile v. Boston Market Corporation, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiffs' counsel in wage-and-hour class actions that had not proceeded to the class-certification stage.

32. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting the initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and pay records, employment handbooks, Plaintiffs' personnel file, relevant policies, and other documentation, researched the applicable law and potential defenses, constructed damage models based on interpretations of California law, reviewed information provided by Defendant at the mediation, engaged in meet and confer efforts with Defendant, drafted and revised the settlement agreement, and drafted this Motion. PAGA Counsel conservatively estimates that it invested at least 150.1 hours of attorney time in this matter. I have invested at least **9.40** hours for a total of **$7,050.00** in attorneys' fees ($750/hr x 9.4 hours = $7,050.00). Senior Attorney Alvin B. Lindsay invested approximately **26.30** hours for a total of **$21,040.00** ($800/hr x 26.30 hours = $21,040.00). Associate Attorney Melissa Rodriguez invested approximately **31.60** hours for a total of **$12,640.00** in attorneys' fees ($400/hr x 31.60 hours = $12,640.00). Associate Attorney Jean Power invested approximately **77.80** hours for a total of **$42,790.00** in attorneys' fees ($550/hr x 77.80 = $42,790.00). Managing Attorney David Yeremian invested at least **5** hours for a total of **$4,250.00** ($850/hr x 5 hours = $4,250.00). Therefore, PAGA Counsel has collectively incurred **150.10** hours and **$87,770.00** in fees. Thus, the fee request of $31,666.66 is less than the amount warranted by the lodestar analysis.

33. The below table summarizes PAGA Counsel's total hours, billables, and costs:

Attorney/Firm	Total Hours	Total Billables	Costs
Enoch Kim (D.LAW)	9.4	$7,050.00	
David Yeremian (D.LAW)	5	$4,250.00	

Alvin B. Lindsay (D.LAW)	26.3	$21,040.00	
Melissa Rodriguez (D.LAW)	39.23	$12,640.00	
Jean Power (D.LAW)	77.8	$42,790.00	
Total:	**150.10**	**$87,770.00**	**$19,143.29**

34. In light of the foregoing, the Attorneys' Fee Payment request in an amount equal to one-third of the settlement in this case is well within the bounds that have been established by the above-cited authority.

EXPERIENCE AND VIEWS OF COUNSEL

35. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs' counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

36. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiffs and the allegedly Aggrieved Employees in this action. Our practice is exclusively focused on employment matters and representing plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

37. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles,

BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara, 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6

Operating LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Virdi v. Absolute Security International (Superior Court of California in San Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

38. I am Senior Counsel at D.Law, where I manage the class action and PAGA settlement department. I was admitted to the California Bar in December 2008. I received my J.D. from Pepperdine University School of Law and B.S. from University of Southern California. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have practiced employment law from the plaintiff's side, defense side, and from an in-house position. I have significant experience specifically working on wage and hour class actions from the plaintiff's side as well as the defense side, with the majority of my experience coming from the plaintiff's side.

39. Attorney Alvin B. Lindsay received his Juris Doctorate from Whittier Law School. Upon graduating from law school, he exclusively focused his practice on representing employees including in wage-and-hour class actions. During his career, he has represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern, and Northern Districts of California), and he has obtained six and seven-figure settlements against a range of defendants, including Fortune 500 companies. These cases have involved the gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and failure to pay timely wages - similar

to claims at issue in the present matter.

40. The collective experience of the D.Law attorneys in litigating employment wage and hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating fair and reasonable class and representative action settlements. This experience is helpful in assessing the reasonableness of settlements such as the one at issue here.

41. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation and are adequate to represent the Aggrieved Employees in the instant action.

SETTLEMENT ADMINISTRATION AND NOTICE

42. The Parties agreed to use Apex as the third-party settlement administrator in this case. Apex will be responsible for updating Aggrieved Employees' addresses, mailing a notice of Settlement, and calculating and distributing the settlement checks, among other duties. Apex capped its fees at $4,750.00 for administering the Settlement and based on PAGA Counsel's experience in other class and PAGA settlements, Apex's costs for administering this Settlement are fair and reasonable. The quote from Apex for administering the Settlement is attached hereto as **Exhibit 4.**

43. The Settlement Administrator will mail the Individual PAGA Payment along with a letter providing notice of the Settlement and release of claims to Aggrieved Employees ("Notice of PAGA Settlement and Release of Claims"). The Notice of PAGA Settlement and Release of Claims includes, among other things, an explanation of PAGA, a description of the allegations in the Action and the scope of released claims, and a statement of the Gross Settlement Amount and payment allocations from the Gross Settlement Amount. The Notice of PAGA Settlement and Release of Claims, which will also be translated into Spanish, is attached hereto as **Exhibit 5**.

44. On April 18, 2025, my office submitted the proposed Settlement and the Motion to the LWDA. Attached hereto as **Exhibit 6** is a true and correct copy of the confirmatory email my office received from the LWDA after the submission of the Settlement.

45. The Parties are not aware of any class or other representative action in any other court that asserts claims similar to those alleged in the action being settled.

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

Executed this 18th day of April, 2025 at Glendale, California.

Enoch J. Kim

EXHIBIT 1

PRIVATE ATTORNEYS' GENERAL ACT (LABOR CODE § 2698 *ET SEQ.*) SETTLEMENT AGREEMENT

Plaintiffs Kyle E. Petty and Corina Angela Macias (each a "Plaintiff," and together, "Plaintiffs"), on behalf of themselves and, where applicable, Aggrieved Employees (as those terms are defined below), and Defendant Radiology Partners Management, LLC ("RP" or "Defendant") hereby enter into this PAGA Settlement Agreement (the "Agreement") as follows:

I. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

A. "Administrator" or "Settlement Administrator" means Apex Class Action LLC, the neutral third-party entity the Parties have agreed to appoint to administer the Settlement subject to Court approval.

B. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses.

C. "Aggrieved Employees" means all persons employed by Defendant in hourly or non-exempt positions in California at any time during the PAGA Period.

D. "Aggrieved Employee Data" means the following identifying information for each Aggrieved Employee, if and as it exists in Defendant's possession: the name; last-known mailing address; Social Security Number; dates of hire and, if applicable, termination of employment; and the number of PAGA Pay Periods for each Aggrieved Employee.

E. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employees' mailing addresses using the National Change of Address database.

F. "Second Amended Complaint" means the agreed-upon Second Amended Complaint to be filed in the Los Angeles County Superior Court upon agreement by the Parties, which will add Plaintiff Macias as a named Plaintiff.

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

H. "Defendant" means Radiology Partners Management, LLC.

I. "Defense Counsel" means Gerald L. Maatman, Jr., Jennifer A. Riley, Nick Baltaxe, and Poline Pourmorady of Duane Morris, LLP.

J. "Effective Date" means 31 days after the Court's Final Approval of the Settlement Agreement (assuming no appeal, motion for reconsideration, or other request for review is filed and, if so, 31 days after all such motions are resolved in favor of appeal).

K. "Final Approval" means entry of the Court's order granting final approval of the Settlement and entering judgment in accordance with the terms of this Agreement.

L. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve and implement the terms of this Agreement, grant final approval, and enter the Final Approval Order and Final Judgment.

M. “Gross Settlement Fund” means $95,000.00 (Ninety-Five Thousand Dollars and Zero Cents), which is the maximum total amount to be paid by Defendant in connection with this Agreement. The Gross Settlement Amount will be used to pay all of the following: Plaintiffs’ attorneys’ fees and costs approved by the Court, all interest, all liquidated and/or multiple damages, all penalties, payroll taxes, including all employer-side payroll taxes, the PAGA Settlement Payment, and all costs including costs of administration of the settlement by the Settlement Administrator.

N. “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of 25% of the PAGA Settlement Payment, defined in Paragraph IV.B.

O. “Individual Settlement Payments” means the payment of $7,500.00 (Seven Thousand Five Hundred Dollars and Zero Cents) to each Plaintiff in exchange for their general release of claims against Defendant which is memorialized in a separate settlement agreement.

P. “Lawsuit” means the Plaintiffs’ PAGA lawsuits alleging wage and hour violations against Defendant and captioned: *Kyle E. Petty, et al. v. Radiology Partners Management, LLC*, Case No. 24STCV05436 (Sup. Ct., Los Angeles Cty. Cal.), to be amended as provided herein.

Q. “LWDA” refers to the California Labor & Workforce Development Agency.

R. “LWDA PAGA Payment” means the 75% of the PAGA Settlement Payment to be paid to the LWDA in accordance with Labor Code section 2699, subd. (i).

S. “Net Settlement Fund” means the amount of monies remaining from the Gross Settlement Fund after deducting Plaintiffs’ attorneys’ fees and costs approved by the Court, payments made to the LWDA, employer-side payroll taxes, and all Settlement Administrator expenses.

T. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*

U. “PAGA Pay Period” means any pay period during which an Aggrieved Employee performed worked for Defendant on at least one shift during the PAGA Period.

V. “PAGA Period” means the period from March 5, 2023, through the date of Final Approval.

W. “PAGA Notice” means Plaintiff Petty’s March 5, 2024, letter to Defendant and the LWDA, and Plaintiff Macias’ December 17, 2024, letter to Defendant and the LWDA, pursuant to Labor Code section 2699.3, subd. (a).

X. "PAGA Settlement Payment" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, 75% of which is payable to the LWDA and 25% of which shall be allocated among the Aggrieved Employees in accordance with Paragraph IV.B.

Y. "Plaintiffs" collectively refers to Kyle E. Petty and Corina Angela Macias, the named Plaintiffs in the Lawsuit.

Z. "Parties" collectively refers to Plaintiffs and Defendant.

AA. "Released PAGA Claims" means any and all claims, demands, or causes of action for PAGA civil penalties that were or could have been alleged in the Lawsuit or in Plaintiffs' letters to the LWDA, or that are based on or arise out of any or all of the facts asserted in any version of the complaints filed in the Lawsuit or in any letter to the LWDA, including, without limitation, any and all claims, demands, or causes of action for alleged failure to pay minimum wage or overtime wages, unlawful deductions, unlawful withholdings, failure to provide meal periods, failure to provide rest periods, failure to reimburse for business expenses, failure to properly pay tipped wages, failure to provide sick leave, wage notice violations, wage statement violations, failure to pay all wages due upon termination of employment, failure to properly calculate the regular rate of pay, and statutory penalties based on the foregoing under PAGA (Lab. Code section 2698, *et seq.*). Nothing in this provision releases any claims that cannot be released as a matter of law, but this paragraph will be given the broadest possible interpretation allowable by law.

BB. "Released Claims" shall mean Released PAGA Claims.

CC. "Released Parties" shall mean (a) Defendant Radiology Partners Management, LLC (b) Defendant's respective past, present, and future direct and indirect parents, subsidiaries, related companies, and affiliates; (c) the past, present, and future shareholders, directors, officers, agents, business partners, employees, clients, attorneys, insurers, predecessors, successors, and assigns of any of the foregoing; and (d) any individual or entity that could be jointly or severally liable with any of the foregoing.

DD. "Settlement" means the resolution of the Lawsuit effected by this Agreement and the final judgment entered by the Court.

II. RECITALS

A. On March 4, 2024, Plaintiff Petty filed the Lawsuit in the Superior Court of California, County of Los Angeles, seeking to represent a putative class for the purpose of pursuing the following alleged Labor Code Violations: (1) Failure to Pay Minimum Wages for All Hours Worked; (2) Failure to Pay Wages and Overtime; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Violation of Labor Code sections 226(a) and 226.2; (6) Violation of Labor Code section 204; (7) Violation of Labor Code section 203; (8) Failure to Maintain Records; (9) Failure to Produce Requested Employment Records; (10) Failure to Reimburse Necessary Business Expenses; and (11) Violation of California's Unfair Competition Laws.

B. On May 22, 2024, Plaintiff Petty filed a First Amended Complaint Superior Court of California, County of Los Angeles, alleging the same causes of action and adding a cause of action for penalties under PAGA.

C. On June 7, 2024, the Parties filed a stipulation dismissing the class claims found in the Lawsuit and agreeing to mediate the remaining claims, including Plaintiff Petty's individual claims and the cause of action for penalties under PAGA.

D. On December 20, 2024, the Parties participated in a mediation with Tripper Ortman, and through the mediator's and the Parties' efforts in mediation, the Parties reached a settlement of the Lawsuit, the terms of which have been formalized in this Agreement.

E. As part of the Parties' settlement, the Parties agreed to amend the complaint to add Plaintiff Corina Angela Macias as a named Plaintiff. Plaintiff subsequently submitted an amended letter to the LWDA, providing notice that Plaintiff Macias would be added as a named Plaintiff to the Lawsuit. The Parties will stipulate to the filing of the Second Amended Complaint, which will amend the Lawsuit to include all Plaintiffs and all allegations and claims that were asserted in any PAGA letters submitted by Plaintiffs to the LWDA as set forth herein in paragraph VII.A.

F. The Parties' Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to or will be construed as an admission by any Defendant that the claims in the Lawsuit by any of the Plaintiffs or the Aggrieved Employees have merit or that any Defendant bears any liability to any Plaintiff or any Aggrieved Employee.

G. Defendant specifically denies, and continues to deny, each and every claim and contention alleged in the Lawsuit and maintains that Defendant has not engaged in any unlawful acts regarding any of the matters alleged in the Lawsuit. Defendant further asserts that the Lawsuit cannot manageably proceed to trial as a PAGA representative action.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

A. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Lawsuit, the risks, uncertainty, and costs of further prosecution, the difficulty of proof necessary to establish PAGA representative actions for purposes of liability, and the relative benefits to the Aggrieved Employees of an expeditious resolution of the Lawsuit, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interests of the Aggrieved Employees.

B. By entering into this Settlement, Defendant denies any liability for any of the claims in the Lawsuit, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies engaging in any unlawful or wrongful conduct against Plaintiffs and Aggrieved Employees. Rather, Defendant maintains it complied with, at all times, all applicable laws governing wages and hours of work for its employees.

IV. MONETARY TERMS OF THE SETTLEMENT

A. Gross Settlement Fund: Defendant will pay no more than $95,000.00 (Ninety-Five Thousand Dollars and Zero Cents) in connection with this Settlement. This amount is all-inclusive of all payments contemplated in this Settlement. The Parties agree that there are no circumstances which would require Defendant to pay any amount greater than the Gross Settlement Amount in connection with this Agreement unless the escalator clause in Paragraph XI.D. is invoked.

B. Payments From The Gross Settlement Fund: Subject to the terms and conditions of this Agreement, and subject to final approval by the Court, the Administrator will make the following payments out of the Gross Settlement Fund, in the amounts specified by the Court in its order granting Final Approval. The Settlement is not contingent on the payment of any of the following awards. In other words, the Court's decision to award any of the following payments and the amount of those awards, if any, shall not affect the enforceability of the Settlement.

1. To Plaintiffs' Counsel: Subject to the Court's approval, the Settlement Administrator will pay to Plaintiffs' counsel fees of not more than one-third of the Gross Settlement Fund, which is currently estimated to be $31,666.66 and expenses of not more than $25,000.00 for their actual out-of-pocket costs and expenses. Plaintiffs and/or Plaintiffs' counsel will file a motion for Attorneys' Fee Payment and Litigation Expenses Payment not later than twenty-one (21) calendar days prior to the Final Approval Hearing. The Plaintiffs and their Counsel, and each of them, agree to accept whatever amounts the Court orders, even if the total is less than the amounts set forth above. If the Court approves an Attorneys' Fees Payment and/or a Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiffs' Counsel for any portion any Attorneys' Fee Payment and/or Litigation Expenses Payment. This Settlement is not contingent on the award of Attorneys' Fees Payment or Litigation Expenses Payment. The Administrator will report the Attorneys' Fees Payment and Litigation Expenses Payment to Plaintiffs' Counsel using an IRS Form 1099. Plaintiffs' Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees Payment and the Litigation Expenses Payment and agrees to hold Defendant harmless, and to indemnify Defendant, from any dispute or controversy regarding any division, taxation, or sharing of any of these payments.

2. To the Administrator: Subject to the Court's approval, the Settlement Administrator will receive an Administration Expenses Payment not to exceed $4,750.00 except for a showing of good cause and as approved by the Court. The Parties agree that the actual Administration Expenses Payment shall not exceed that Court-approved figure unless the Court approves a request for additional Administration Expenses Payment. To the extent the Administration Expenses Payment is less, or the Court approves an Administration Expenses Payment less than $4,750.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3. To the LWDA and Aggrieved Employees: The Settlement Administrator will pay from the Gross Settlement Fund the PAGA Settlement Payment, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

4. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Settlement Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by the number of each Aggrieved Employee's respective PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

5. The Administrator will report the Individual PAGA Payments on IRS Form 1099 as required.

C. Tax Treatment and Tax Indemnification: Aggrieved Employees, including Plaintiffs, will assume any tax obligations or consequences which may arise from this Settlement. Aggrieved Employees, including Plaintiffs, release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any Aggrieved Employee, including Plaintiffs, for his or her individual share of taxes related to any payment made under this Settlement or any compensation provided at any time by any Defendant or any of the Released Parties, each Aggrieved Employee, including Plaintiffs, shall be responsible for his or her own defense of and any payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Aggrieved Employee's, including Plaintiffs, share of any state or federal tax obligation. Aggrieved Employees, including Plaintiffs, agree to hold Defendant and any of the Released Parties harmless and to fully indemnify Defendant and any of the Released Parties for any costs, assessments, penalties, taxes, and/or attorneys' fees, which Defendant and any of the Released Parties may incur arising out of any and all claims made, sought or imposed by the IRS, the California Franchise Tax Board, and/or any other federal, state or local taxing board and/or agency in regard to any amounts due, or claimed to be due, by the

Aggrieved Employees, including Plaintiffs, if any, to such authority or agency as a result of the tax treatment of the payments described above. If an Aggrieved Employee has questions about any liability to any state or federal taxing authority, he or she shall contact the Settlement Administrator. Aggrieved Employees, including Plaintiffs, shall not contact Defendant or any of the Released Parties regarding this Settlement or its tax consequences. Nothing herein shall be deemed to constitute tax advice or guidance.

V. SETTLEMENT FUNDING

A. Based on records kept in the ordinary course of business, Defendant's records show that Aggrieved Employees employed by Defendant worked approximately 2,800 pay periods during the period of March 5, 2023, through present. The records further show that Defendant employed approximately 92 allegedly Aggrieved Employees during this time period.

B. Not later than thirty (30) days after this Agreement is approved by the Court, Defendant will deliver information sufficient to identify the Aggrieved Employees to the Administrator, in the form of a Microsoft Excel spreadsheet. For clarity, Defendant may provide hire and termination dates from which the Administrator may calculate total PAGA Pay Periods in lieu of making that calculation. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Defendant and Administrator employees who need access to the Aggrieved Employee Data to effect and perform their duties under this Agreement. The contact information shall be provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and highly confidential and take all necessary precautions to maintain the confidentiality of contact information of the Aggrieved Employees. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement, shall not be shared with Plaintiffs' counsel.

C. Defendant shall fund a Qualified Settlement Fund with the amount of the Gross Settlement Fund within thirty (30) days after the Effective Date.

VI. PAYMENTS FROM THE GROSS SETTLEMENT FUND

A. In the event that this Agreement is canceled, rescinded, terminated, voided, or nullified, or if for any reason final approval of the settlement does not occur, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the Gross Settlement Amount and the Parties' respective positions shall be restored to positions prior to the settlement. Further, in that event, nothing in this Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

B. Within twenty-one (21) days after Defendant completes funding of the Qualified Settlement Fund as set forth in Paragraph V.C., the Administrator will mail the Notice of PAGA Settlement (attached hereto as "Exhibit A"), together with settlement checks containing their full Individual PAGA Payments, with no claims process required, to all Aggrieved Employees, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and to return all undeliverable Notices of PAGA Settlement.

C. Additionally, within twenty-one (21) days after Defendant completes funding of the Qualified Settlement Fund as set forth in Paragraph V.C., the Administrator will transmit the checks for the LWDA PAGA Payment, the Administration Expenses Payment, the Attorneys' Fees Payment, and the Litigation Expenses Payment in accordance with this Agreement.

D. The Administrator will issue checks for the Individual PAGA Payments and send them to Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date," which is one hundred and eighty (180) days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees to the most updated address available to the Administrator.

E. The Settlement Administrator shall not withhold any taxes from the Individual PAGA Payment. The Administrator will issue the appropriate tax reporting documentation within the same tax year that the Settlement is paid to the Aggrieved Employees.

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

G. For any Individual PAGA Payment check that is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the individual, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

VII. RELEASE OF CLAIMS

A. General Release by Plaintiffs: The Parties will execute separate individual settlement and release agreements, addressing the general release Plaintiffs are providing to Defendant in exchange for the Individual Settlement Payments.

B. Release of PAGA Claims: All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims.

VIII. FILING OF THE CONSOLIDATED COMPLAINT

A. Second Amended Complaint: Prior to the filing of the motion for approval of the Settlement, the Parties will stipulate to the filing of the Second Amended Complaint, which will amend the Lawsuit to include all Plaintiffs and all allegations and claims that were asserted in any PAGA letters submitted by Plaintiffs to the LWDA. To the extent either Plaintiff plans on bringing new claims in the Second Amended Complaint, the Plaintiffs will also submit amended LWDA letters. Plaintiffs shall present a draft Second Amended Complaint to Defendant for its review and approval and such Complaint shall be attached to this Settlement Agreement as Exhibit B and filed with the Court. The Court's approval of the Parties' stipulation to file the attached Second Amended Complaint is a material term of this Agreement. If, despite the Parties' best efforts, the Court does not grant leave to file the Second Amended Complaint, the Parties will cooperate in an attempt to reach an alternative resolution to effectuate the settlement of this action. Defendant's stipulation to the filing of the Second Amended Complaint is for the purposes of this Settlement only. If this Settlement is not effectuated for any reason, the Parties further stipulate that the Second Amended Complaint will be void and the Parties will return their prior positions as if the Second Amended Complaint had not been filed.

IX. APPROVAL OF PAGA SETTLEMENT

A. Responsibilities of Counsel: Plaintiffs' Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing either a Stipulation or unopposed Motion for Approval of the PAGA settlement not later than thirty (30) days after the full execution of this Agreement; obtaining the earliest available hearing date mutually convenient for Plaintiffs' Counsel and Defense Counsel for the approval; and for appearing in Court to advocate in favor of the approval as necessary. Plaintiffs' Counsel is responsible for delivering the Court's Approval to the Administrator.

B. Transmission To LWDA: The Court's approval of the settlement as described in this Agreement shall be embodied in a written Order, which shall be transmitted by Plaintiff's Counsel to the LWDA within ten (10) calendar days upon entry, as required by the PAGA.

C. Duty to Cooperate: If the Parties disagree on any aspect of the proposed Stipulation or unopposed Motion for Approval of the PAGA settlement, and/or the supporting declarations and documents, Plaintiffs' Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. Plaintiffs' Counsel agrees to timely consider and incorporate Defense Counsel's reasonable revisions to the Stipulation or unopposed Motion for Approval. If the Court does not grant Approval or conditions Approval on any material change to this Agreement, Plaintiffs' Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to attempt to reach agreement on modifications to this Agreement to satisfy the Court's concerns.

X. SETTLEMENT ADMINISTRATION

A. Selection of the Administrator: The Parties have jointly selected Apex Class Action LLC to serve as the Administrator, subject to Court approval, and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include conducting a National Change of Address search to update Aggrieved Employees addresses as needed; setting up or identifying a toll-free telephone number and email and a fax number to receive communications from Aggrieved Employees; calculating Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Agreement; calculating, withholding, remitting, and reporting each Aggrieved Employee's share of applicable payroll taxes (including, without limitation, federal state and local income tax withholding, FICA, Medicare, and any state or local employment taxes); satisfying all federal, state and local income and other tax reporting, return, and filing requirements with respect to the Qualified Settlement Fund; satisfying out of the Qualified Settlement Fund all taxes (including any estimated taxes, interest, or penalties) with respect to employer-side payroll taxes and taxes on the interest or other income earned by the Qualified Settlement Fund; satisfying any fees, expenses, and costs incurred in connection with the opening and administration of the Qualified Settlement Fund and the performance of its duties and function as described in this Settlement Agreement, which such fees, costs, and expenses shall be treated as and included in the costs of administering the Qualified Settlement Fund; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

XI. ADDITIONAL PROVISIONS

A. Confidentiality: Prior to the submission of the Settlement to the LWDA as well as the filing of the motion for approval of the Settlement, the Parties and their Counsel separately agree that they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of this Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs' Counsel also agrees that, both before and after the filing of the motion for approval of the Settlement (including after the Court grants approval of the Settlement), they will refrain from and will not take any steps to publicize the Settlement, will not make any statements about the Settlement on social media, and will not post any statements about the Settlement on any websites. This paragraph does not restrict (1) Plaintiffs' Counsel's communications with Plaintiffs and Aggrieved Employees in accordance with Class Counsel's ethical obligations owed to Plaintiffs and Aggrieved Employees; (2) Plaintiffs' Counsel's ability to identify the Settlement and/or this action to demonstrate their adequacy as class or representative action counsel in other actions; or (3) Defendant's ability to disclose the Settlement in filings that it is required to make with the IRS, including IRS Form 990 filings, or in other disclosures.

B. Continuing Jurisdiction of the Court: The Parties agree that, after entry of final judgment, the Court will retain jurisdiction over the Parties, the Lawsuit, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

C. Waiver of the Right to Appeal: Provided the judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Aggrieved Employees waive all rights to appeal from the judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.

D. Escalator Clause:

1. The Gross Settlement Amount was calculated based on Defendant's estimate that, as of the date of mediation, 92 Aggrieved Employees worked approximately 2,800 PAGA Pay Periods during the period of March 15, 2023, through December 20, 2024.

2. In the event Aggrieved Employees worked more than 3,080 PAGA pay periods prior to final Approval, Defendant, at its option may elect to do either of the following: (1) end the PAGA Period on the date in which the number of PAGA Pay Periods reaches 3,080; or (2) increase the Gross Settlement Amount in proportion to the number of total PAGA Pay Periods in excess of that number. For example, if the final number of total PAGA Pay Periods for the PAGA Period increases by 15% over 2,800 PAGA Pay Periods, the amount of the Gross Settlement Amount will increase by 5%.

3. If this provision is triggered and the Gross Settlement Amount is increased, the Parties agree that the portion of the Gross Settlement Amount allocated to

attorneys' fees will increase proportionally such that the total amount of attorneys' fees that Plaintiffs may seek remains one-third of the Gross Settlement Amount, subject to approval by the Court, after the upward adjustment required by this provision is implemented.

E. Integrated Agreement: Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all prior or contemporaneous agreements, understandings, representations, statements warranties, covenants, or inducements, whether oral or written and whether by a Party or such Party's legal counsel. No rights under this Agreement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

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

G. Prior Assignments: The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

H. Tax Advice: Neither Plaintiffs' Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, *as amended*) or otherwise.

I. Modification of Agreement: This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their legal representatives.

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

K. Applicable Law: All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the state of California, without regard to conflict of law principles.

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

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

N. Use and Return of Aggrieved Employee Data: Information provided to Plaintiffs' Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data or other documentation or information provided to Plaintiffs' Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Administrator confirms the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Aggrieved Employee Data or other documentation or information received from Defendant and verify to Defense Counsel that such destruction has been completed.

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

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

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

To Plaintiffs and the Aggrieved Employees

D. Law
Emil Davtyan (State Bar No. 299363)
David Yeremian (State Bar No. 226337)
Alvin B. Lindsay (State Bar No. 220236)
Enoch J. Kim (State Bar No. 261146)
Jean Hopkins Power (State Bar No. 326509)
Melissa Rodriguez (State Bar No. 352716)
450 N. Brand Blvd. Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
Emil@d.law
D.yeremian@d.law
A.lindsay@d.law
E.kim@d.law
J.power@d.law
M.rodriguez@d.law

To Defendant:

Nick Baltaxe (State Bar No. 329751)

DUANE MORRIS LLP
865 South Figueroa Street, Suite 3100
Los Angeles, CA 90017-5450
nbaltaxe@duanemorris.com

Poline Pourmorady (State Bar No. 327196)
DUANE MORRIS LLP
Spear Tower
750 B Street, Suite 2900
San Diego, CA 92101
ppourmorady@duanemorris.com

Gerald L. Maatman, Jr. (*pro hac vice*)
Jennifer A. Riley (*pro hac vice*)
DUANE MORRIS LLP
190 South LaSalle Street, Suite 3700
Chicago, Illinois 60603-3433
Telephone: (312) 499-6700
Facsimile: (312) 279-6780
gmaatman@duanemorris.com
jariley@duanemorris.com

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

S. Stay of Litigation: The Parties agree that upon the execution of this Agreement the litigation of the Lawsuit shall remain stayed and that they will exercise all reasonable efforts to maintain the stays of the Lawsuit, except to effectuate the terms of this Agreement.

T. Fair Settlement: The Parties, Plaintiffs' Counsel, and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

U. Parties' Authority: The signatories hereto represent that they are fully authorized to enter into this Settlement.

V. Effect on Effective Date: In the event that the Effective Date does not occur, this Agreement shall be deemed null, void and unenforceable, and each Party shall retain each of its respective rights as they existed as of the date of the mediation on December 20, 2024, and neither this Agreement, nor any of its accompanying exhibits, nor any orders entered by the Court in connection with this Agreement, shall be admissible or used for any purpose in any subsequent proceedings in the Lawsuit or in any other judicial, arbitral, administrative, investigative, or other court tribunal, forum or proceeding.

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

X. Representations by Plaintiffs:

1. Plaintiffs acknowledge the following:

(a) Plaintiffs, and each of them, have carefully read and fully understand all of the provisions of this Settlement;

(b) Plaintiffs, and each of them, knowingly and voluntarily agree to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;

(c) Plaintiffs, and each of them, were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with their attorneys before signing this Settlement; and

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiffs, and each of them, acknowledge that all Parties shall bear their own fees and costs through the conclusion of the Lawsuit.

Y. Representations by Defendant:

1. Defendant acknowledges the following:

(a) Defendant has carefully read and fully understands all of the provisions of this Settlement;

(b) Defendant knowingly and voluntarily agrees to all of the terms set forth in this Settlement and has not been coerced, threatened, or intimidated into executing this Settlement;

(c) Defendant was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with Defendant's attorneys before signing this Settlement.

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendant acknowledges that all Parties shall bear their own fees and costs through the conclusion of the Lawsuit.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

AGREED TO BY PLAINTIFFS AS TO FORM AND CONTENT:

DATED: 4/18/2025

Signed by:
648BCBDA36304B9...

KYLE E. PETTY

DATED: 4/18/2025

DocuSigned by:
6AA4C09EEBC245A...

CORINA ANGELA MACIAS

AGREED TO BY DEFENDANT AS TO FORM AND CONTENT:

.

DATED: ____________

____

RADIOLOGY PARTNERS MANAGEMENT, LLC

By:__________________

Title:_________________

AGREED TO BY PLAINTIFFS' COUNSEL:

D. Law, Inc.

DATED: 4/18/2025

Emil Davtyan
David Yeremian

Alvin B. Lindsay
Enoch Kim
Jean Hopkins Power
Melissa Rodriguez

Attorneys for Plaintiffs

AGREED TO BY DEFENDANT'S COUNSEL:

DUANE MORRIS LLP

DATED: _______________

____
Gerald L. Maatman, Jr.
Jennifer A. Riley
Nick Baltaxe
Poline Pourmorady
Attorneys for Defendant

EXHIBIT 2

D.Law

880 E. Broadway
Glendale, CA 91205

(818) 962-6465
(818) 962-6469

March 5, 2024

VIA ON-LINE SUBMISSION ONLY TO:
https://dir.tfaforms.net/128
Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:
(by certified mail to Radiology Partners Management, LLC)

Radiology Partners Management, LLC
2330 Utah Avenue, Suite 200
El Segundo, CA. 92868
Certified Mail Tracking Number: 9414 8112 0620 4974 8938 04

CSC – Lawyers Incorporating Service
Agent for Service of Process for Radiology Partners Management, LLC
2710 Gateway Oaks Drive
Sacramento, CA 95833
Certified Mail Tracking Number: 9414 8112 0620 4974 8925 31

Re: Labor Code § 2698, *et seq*. Private Attorneys' General Act Claim
PAGA Notice Letter to LWDA
Kyle E. Petty v. Radiology Partners Management, LLC.
Superior Court for the County of Los Angeles, Case No. 24STCV05436

Dear Gentlepersons:

This office represents Plaintiff Kyle E. Petty ("Plaintiff") and other similarly aggrieved employees employed as non-exempt, hourly patient service representative workers and related positions at Defendants' locations in California during the relevant period (collectively "Aggrieved Employees") for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq*.

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* ("the Act"). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of himself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants Radiology Partners Management, LLC, a business organization of the form of a limited liability company and Does 1 through 50 inclusive (all defendants being referred to herein collectively as "Defendants").

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff's Class Action Complaint, which is attached to this Notice letter. The Complaint has been filed concurrently in Los Angeles County Superior Court and has been assigned a local case number (LASC Case No. 24STCV05436). The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff's class-wide claims and representative claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

The Aggrieved Employees, including Plaintiff, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission ("IWC"). During the period of four years prior to the filing of this action through its resolution, Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contends that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failing to provide meal and rest breaks, and failing to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

Plaintiff worked for Defendants remotely and also at Defendants' facilities in Orange, California as a "Senior Patient Service Representative." His duties included providing customer service, assisting representatives with patient questions, and answering and dealing with patient escalated calls. Plaintiff generally worked at least 40 hours per week, five shifts per week. Plaintiff's scheduled hours were generally from 6:30 a.m. through 3:00 p.m. Plaintiff was required to and did supply his own office equipment, personal computer, and home internet for performing his duties when Defendants employed him to work remotely. In addition to their regular hourly rate of pay, Plaintiff and Aggrieved Employees were paid nondiscretionary bonuses. These bonuses were part of an incentive plan which Defendants specifically intended to reward Employees for their productivity. To whatever extent Defendants paid these bonuses, and upon information and belief any other forms of remuneration in addition to Plaintiff's hourly rate, they failed to include these payments in the regular rate used to calculate and pay overtime and any meal and rest premium payments Defendants paid.

Defendant RADIOLOGY PARTNERS MANAGEMENT, LLC is a Delaware corporation which lists its principal address with the California Secretary of State in El Segundo and in Los Angeles County, California. It lists several personnel as registered corporate agents from a Sacramento, California office. It lists its type of business as "any lawful act or activity." Upon information and belief, RADIOLOGY PARTNERS MANAGEMENT, LLC operates throughout Los Angeles County and the state of California. The website for RADIOLOGY PARTNERS MANAGEMENT, LLC states that it provides "Radiology, Healthcare IT, Outpatient Imaging, Interventional Radiology, Imaging Informatics, Physician Services, and Medical Imaging facilities in California," including the Orange, California facility where Plaintiff worked. Plaintiff's W-2 lists RADIOLOGY PARTNERS MANAGEMENT LLC as the employer and lists its address in El Segundo, California, in Los Angeles County. Upon information and belief, the Wage Statements issued to Plaintiff listed Radiology Partners as the employer, with the same El Segundo address.

Defendants' timekeeping systems were faulty and inaccurate, and contributed to the systematic off the clock work Plaintiff and the Aggrieved Employees endured, including for the minutes Employees spent waiting to record their time before and after work shifts and during meal breaks. For example, when the Plaintiff was on a customer service call and it was time to take a meal break, he was unable to do so because he could not terminate the call. This in turn resulted in untimely and unlawfully shortened meal periods as Plaintiff and the Aggrieved Employees were required to work during breaks or otherwise remain under Defendants' control. Employees were unable to use their break time to do as they saw fit because they were required by Defendants to remain responsive to work demands and customer inquiries and calls. Employees were therefore required to remain under Defendants' control to respond as needed to work demands despite the fact they were in the middle of an unpaid meal period. Defendants failed to record any such time as hours worked in their timekeeping systems.

In addition to unpaid hours worked during their meal periods, Plaintiff and the Aggrieved Employees were required to complete job duties or otherwise remain under Defendants' control before and after their scheduled shift hours. For example, Plaintiff was repeatedly required to review e-mails and work items before clocking in or continued working after scheduled shift end times. Defendants also required Employees to comply with training requirements but failed to compensate them for their hours worked while completing this training. Accordingly, Defendants systematically failed to pay Employees for all their hours worked and failed to pay for all such hours worked at the required rates of pay. Perpetrating these wage payment violations allowed Defendants to paint a picture of compliance by conforming timekeeping records to scheduled work hours rather than contemporaneously reflecting the actual hours Employees worked.

Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contends that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failing to provide meal and rest breaks, and failing to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable IWC Wage Orders.

///

During the course of Plaintiff's and the Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked, or were not paid at the correct rates. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees providing radiologic and imaging and related administrative and customer service support to patients based out of Defendants' facilities in California.

Plaintiff was required to and did supply his own office equipment, personal computer, and home internet for performing his duties when Defendants employed him to work remotely. In addition to their regular hourly rate of pay, Plaintiff and the Aggrieved Employees were paid nondiscretionary bonuses. These bonuses were part of an incentive plan which Defendants specifically intended to reward Employees for their productivity. To whatever extent Defendants paid these bonuses, and upon information and belief any other forms of remuneration in addition to Plaintiff's hourly rate, they failed to include these payments in the regular rate used to calculate and pay overtime and any meal and rest premium payments Defendants paid.

Plaintiff and Aggrieved Employees were sometimes asked to work shifts over eight hours in a day and to work over forty hours in a work week, but they were not paid at the appropriate overtime rate for all such hours, including by being required to perform work duties and tasks without pay and while off-the-clock. In these instances, Plaintiff and the Aggrieved Employees began incurring overtime hours before Defendants recognized and began paying any overtime hours worked by virtue of the systematic off the clock work. Defendants also miscalculated and underpaid overtime by failing to account for bonuses and other forms of remuneration in the regular rate used to calculate overtime payments. As a result, Plaintiff and the Aggrieved Employees were not paid at the correctly calculated overtime rate for all their overtime hours worked or otherwise worked overtime hours during their employment with Defendants for which they were not compensated, in violation of the California Labor Code.

When the Aggrieved Employees did work overtime, they were not compensated at the required and correct rate because Defendants failed to incorporate bonuses and other additional forms of remuneration they received into the regular rate of pay used to calculate and pay overtime. More specifically, during each pay period, the Aggrieved Employees paid bonuses that were non-discretionary and were tied directly to their performance. However, contrary to the requirements of the Labor Code and IWC Wage Orders under California law, Defendants did not incorporate these bonuses and other forms of remuneration they paid Employees into the regular rate of pay Defendants used to calculate and pay overtime to Plaintiff and the aggrieved employees.

Defendants did this, upon information and belief, in connection with other Employees in a concerted effort to underpay wages to Plaintiff and the other Aggrieved Employees. Employees were therefore not paid for all their hours worked at the required minimum, overtime, and double time wage rates due to Defendants' policy and practice of requiring work off the clock and without pay or failing to pay for all hours worked at the correct rates of pay. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Moreover, Defendants required Plaintiff and Aggrieved Employees to complete training while not clocked in for work. Therefore, the Plaintiff and Aggrieved Employees were required to work without renumeration. Defendants thus systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies which Defendants required them to follow and endured similar violations at Defendants' hands as Plaintiff.

Defendants did this, upon information and belief, in connection with other Employees in a concerted effort to underpay wages to Plaintiff and the other Aggrieved Employees. Employees were therefore not paid for all their hours worked at the required minimum, overtime, and double time wage rates due to Defendants' policy and practice of requiring work off the clock and without pay or failing to pay for all hours worked at the correct rates of pay. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Moreover, Defendants required Plaintiff and Aggrieved Employees to complete training while not clocked in for work. Therefore, the Plaintiff and Aggrieved Employees were required to work without renumeration. Defendants thus systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies which Defendants required them to follow and endured similar violations at Defendants' hands as Plaintiff.

Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the underpayment of wages, the off the clock work Defendants required, and the actual hours worked and bonuses Plaintiff earned or have otherwise declined to produce them to Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code §§ 226 and 1174.

As a result of the above-described unlawful requirements to work off the clock, to work without payment and the failure to accurately record all hours worked and unlawful rounding, and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and Aggrieved Employees incurred overtime hours worked for which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock at their regular rates.

The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working at Defendants' locations and facilities. As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and pay wages at the correct rates, the failure to compensate employees for time under Defendants' control and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants paid Plaintiff and the Aggrieved Employees bonuses and shift differentials and other forms of remuneration above and beyond their hourly pay, upon information and belief Defendants miscalculated and therefore underpaid any overtime they paid during these pay periods by failing to include all forms of remuneration in the regular rate used to calculate and pay overtime.

Defendants also failed to provide Plaintiff and the Aggrieved Employees with their required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of eight hours. Demanding workloads contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff and the employee Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

More specifically, Plaintiff worked shifts that entitled him to at least one meal period, but Defendants' managers required Plaintiff and the Aggrieved Employees to prioritize work over taking lawful meal periods. To whatever extent there was ever a schedule for meal periods, it went by the wayside quickly as there always seemed to be a customer that needed assistance. Constant short-staffing led to systematically late meal periods, and on-duty meal periods that were incessantly interrupted by customer and management demands and required job duties and tasks. The heavy workload and management expectations also contributed to Employees working through meal periods or not taking them or taking them late so work could be accomplished or they were otherwise required to remain under Defendants' control during meal periods.

Therefore, meal period violations systematically occurred throughout all of Plaintiff's work shifts where Defendants failed to provide both a lawful meal period and meal premium payment. To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour premium payment. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants or otherwise remain under Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and duty-free 30-mintue meal breaks. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work, in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

Defendants appear to recognize and accept their unlawful policies, as Plaintiff's wage statements evidence Defendant paying some meal period premium payments under Labor Code § 226.7 to Plaintiff. As addressed above, Defendants committed similar and ongoing violations by failing to include all forms of remuneration, including bonuses in the regular hourly rate at which they paid the premiums to Plaintiff and Aggrieved Employees.

Defendants thus followed uniformly applied policies of not providing all required meal periods to their Employees. Meal periods were often not properly provided, as work demands impermissibly shortened their breaks. Even when Plaintiff and the Aggrieved Employees were able to take a meal period, it was generally interrupted by work duties or was taken after the fifth hour of work. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten-minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Aggrieved Employees were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to instructions from management and job demands if and when they even attempted to take one. Upon information and belief, Defendants thus also failed to authorize and permit employees to leave the premises during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to remain under their control during required off-duty rest break times.

Defendants thus failed to authorize and permit duty-free ten minute rest breaks as required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even schedule or otherwise account for time for Plaintiff and the Aggrieved Employees to use for duty-free, net ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees during the relevant period, meaning Defendants' rest break policy was not to schedule or otherwise authorize and permit them. Plaintiff and the Aggrieved Employees worked eight to twelve hours on an average shift, and were required to receive at least two rest breaks or three rest breaks on shifts over ten hours. Given the work demands, understaffing, and pressure from Defendants' management, Plaintiff and the Aggrieved Employees were compelled to not take rest breaks despite working extended shifts. Defendants have produced no evidence of any payments for rest break violations under Labor Code § 226.7. To the extent Defendants have paid any such premiums, upon information and belief they failed to include all forms of remuneration, including bonuses in the regular rate at which Defendants paid the premium.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks. Defendants have also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Aggrieved Employees. Plaintiff and the Employees in the Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. Plaintiff and the Aggrieved Employees were also required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises and otherwise remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices.

Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages by requiring off the clock work during breaks and before and after work shifts and by miscalculating the regular rate and accordingly underpaying overtime wages and meal and rest break premiums. By not compensating Employees for all hours worked and at the correct rates, Defendants unlawfully deducted wages earned by and owed to Plaintiff and the Aggrieved Employees, in violation of Labor Code § 221.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Paid sick time for nonexempt employees shall be calculated in the same manner as the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars ($250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars ($4,000), shall be included in the administrative penalty." Plaintiff accordingly seek this relief available for Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Upon information and belief, Defendants also failed to provide Employees such as Plaintiff at the time of his employment and thereafter with written notice complying with all the requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing" specifically required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to provide Plaintiff and the Aggrieved Employees certain specific information upon hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with any such information when she was hired, or have failed to produce it, and upon information and belief, Defendants committed similar violations in connection with similarly situated Aggrieved Employees.

Defendants have also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by understating bonuses, the requirement of off the clock work, the failure to pay all overtime and double time wages owed and failure to pay them at the appropriate premium rates, and the failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff and the Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

Defendants thus provided Plaintiff and the Aggrieved Employees with wage statements that failed to report all hours worked accurately, applicable hourly rates for all hours worked and bonuses. For the same reasons as explained above, Plaintiff and the Aggrieved Employees were provided with unlawful wage statements that failed to reflect all bonuses earned and all hours worked and failed to pay for all overtime hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants miscalculated meal and rest break premiums, and sick time if and when they did pay them. Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants were aware that Plaintiff and the Aggrieved Employees worked more total hours or earned more bonuses than were reflected on the wage statements, including overtime hours, and were underpaid by regular rate miscalculation. Plaintiff and the Aggrieved Employees were unable to discern from their wage statements alone the actual hours they worked in total during a pay period and the rates they were paid for those hours worked. Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among other requirements.

Defendants also required Plaintiff and the Aggrieved Employees to work hours off the clock for which they were not compensated. They were required to endure off the clock work addressed above during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and were subjected to systematic off the clock work. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws, including Labor Code § 203.

Plaintiff has also requested records from Defendants and they have failed to constructively respond or to fully respond. Therefore, Plaintiff also asserts that Defendants have had a consistent policy of denying Plaintiff and Aggrieved Employees the right to inspect and receive all of their payroll records, timecards, and personnel records.

Additionally, Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to calls from management, the expenses related to the use of Plaintiff's personal computer, and the use of Plaintiff's internet. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

PAGA Claim Details, Legal Bases for Violations and Penalties:
As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages
Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

Defendants failed to pay Employees the minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management and due to unlawful rounding. Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Aggrieved Employees, including by requiring systematic off the clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

In light of the foregoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510
Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement.

Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties or remain under Defendant's control. When considered in combination with the unlawful rounding to their detriment, Aggrieved Employees were not properly compensated, nor were they paid overtime rates or the correct overtime rate (addressed above) for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the foregoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and Penalties
Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods due to the work demands placed upon them by Defendants' management, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to Defendants' policies and practices.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e., one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code §226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability and Penalties
Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants generally failed to authorize and permit any rest breaks, or provided rest periods untimely or for shortened durations, and Defendants' policies

and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond job requirements or simply failed to authorize and permit them at all. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest break not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees inaccurately list the name and address of the legal entity that is the employer and failed to accurately account for unpaid wages, overtime, hours worked, bonuses earned and premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars

($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …"

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods and by rounding. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees, and costs pursuant to Labor Code §§ 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by unlawful rounding and off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the foregoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq*. Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work-related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred in responding to calls from management, the use of his personal computer to conduct business for the Defendants, and the purchase of internet service. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

Defendants thus uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees.

Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, *et seq.*

Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq*.

Plaintiff's PAGA Claim under Labor Code § 2698 *et seq*. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; including as follows:

///

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(g) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code §§ 227.3, 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Radiology Partners Management, LLC and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,
D.LAW, INC.

Alvin B. Lindsay
a.lindsay@d.law
Jean Hopkins Power
jean@d.law

Cc: Radiology Partners Management, LLC by Certified Mail

EXHIBIT 3

Petty - Macias v. Radiology Partners Management LLC

Litigation Costs

Service Date		Details		Provider		Amount
10/16/23		Personnel Records Request Postage		USPS		$ 3.59
3/4/24		LWDA Letter Postage		USPS		$ 18.62
3/5/24		Summons and Complaint		Rapid Legal		$ 1,493.71
3/5/24		LWDA Letter		LWDA		$ 75.00
3/11/24		Process of Service - Radiology Partners Management, LLC		Rapid Legal		$ 101.46
3/12/24		Proof of Service of Summons		Rapid Legal		$ 15.66
3/14/24		Notice of Initial Status Conference w Minute Order (5.15.24)		Rapid Legal		$ 15.66
4/9/24		Document Retrieval		PACER		$ 1.20
5/21/24		Notice of Cont Case Management Conference (6.20.24) & Initial Status Conference Order		Rapid Legal		$ 15.66
5/22/24		(Rejected) First Amended Complaint		Rapid Legal		$ 11.33
5/22/24		First Amended Complaint		Rapid Legal		$ 15.66
6/6/24		Joint Stipulation & Order to Arbitrate and Dismiss Claims and to Mediate PAGA Claims, POS		Rapid Legal		$ 36.26
9/20/24		Notice of Change of Address		Rapid Legal		$ 15.66
10/7/24		Mediation (12.20.24)		Ortman Mediation, Inc.		$ 13,000.00
10/18/24		Plaintiff's Initial Status Conference Report (10.23.24)		Rapid Legal		$ 15.66
10/30/24		Document Retrieval		LA Court		$ 2.00
10/31/24		[Proposed] Order re Case Anywhere; Notice of Future Status Conference & Minute Order (1.22.25)		Rapid Legal		$ 17.25
12/17/24		Amended LWDA Letter Postage		USPS		$ 19.84
1/8/25		Expert Fee		Berger Consulting Group		$ 3,965.00
2/4/25		Case Anywhere Access		Case Anywhere		$ 130.83
3/5/25		Case Anywhere Access		Case Anywhere		$ 49.00
3/21/25		(Rejected) Joint Stip & Order		Rapid Legal		$ 11.33
3/24/25		Notice of Association of Counsel		Rapid Legal		$ 17.25
FUTURE		Motion for Preliminary Approval		Rapid Legal		$ 80.00
FUTURE		Request for Disnissal		Rapid Legal		$ 15.66

Total **$ 19,143.29**

EXHIBIT 4

CLASS ACTION ADMINISTRATION

Quotation Request:
Melissa Rodriguez
D-Law
m.rodriguez@d.law

Case Name:	**Petty -Macias v. Radiology Partners Management**
Date:	Tuesday, March 11, 2025
RFP Number:	22020006

Prepared By:
Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications	
Number of Aggrieved Employees	**92**
Certified Language Translation:	**Yes**
Static Settlement Website	**No**
Percentage of Undeliverable Mail	**20%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	2	$250.00
Data Analyst	Per Hour	$150.00	2	$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$550.00
Project Management				
Project Management	Per Hour	$150.00	1	$150.00
Project Coordinator	Per Hour	$90.00	1	$90.00
Data Analyst and Reporting	Per Hour	$140.00	1	$140.00
			Sub Total:	$380.00
Toll-Free Contact Center, Website, Reporting & Pre-Distribution				
Form Set Up	Per Hour	$120.00	1	WAived
Bilingual Toll-Free Contact Center	Static Rate	$100.00	1	$100.00
NCOA Address Update (USPS)	Static Rate	$18.40	1	$18.40
Settlement Status Reports	Static Rate	$750.00	1	WAIVED
Spanish Translation and Mailing	Static Rate	$250.00	1	$250.00
			Sub Total:	$744.40

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	$120.00	3	$360.00
Account Management and Reconciliation	Per Hour	$140.00	3	$420.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	$1.00	92	$92.00
USPS First Class Postage	Per Piece	$0.73	92	$67.16
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.50	9	$23.00
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	6	$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	$1,250.00	1	$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	$250.00	1	$250.00
			Sub Total:	$3,062.16
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	1	$135.00
Project Management Reconciliation	Per Hour	$100.00	1	$100.00
Declarations	Per Hour	$120.00	1	$120.00
			Sub Total:	$355.00
			WILL NOT EXCEED:	**$4,750.00**

Thank you for your business!

APEX

CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the party's concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of $1.50 per storage box for paper documents and $0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 5

<u>NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS</u>
Kyle E. Petty v. Radiology Partners Management, LLC
Superior Court of the State of California for the County of Los Angeles
Case No. 24STCV05436

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment from *Kyle E. Petty, et al. v. Radiology Partners Management, LLC*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit ("Settlement") entitled *Kyle E. Petty, et al. v. Radiology Partners Management, LLC*, Los Angeles County Superior Court ("Court"), Case No. 24STCV05436. The Court has approved the settlement and this payment to you.

WHAT IS THE CASE ABOUT?

This case was filed by Plaintiffs Kyle E. Petty and Corina Angela Macias ("Plaintiffs") against Radiology Partners Management LLC ("Defendant") (Plaintiffs and Defendant collectively referred to herein as "the Parties"), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq*. ("PAGA"), which permits aggrieved employees to sue their employers for Labor Code violations and seek civil penalties on behalf of the state. Plaintiffs filed the lawsuit on behalf of themselves, the State of California, and all persons employed by Radiology Partners Management LLC in hourly or non-exempt positions in California at any time during the "PAGA Period," which covers the period of March 5, 2023 through the entry of the Court's order granting final approval of the Settlement and entering judgment. The group of employees referenced above is called the "Aggrieved Employees," and you have been identified as an Aggrieved Employee.

In this case, Plaintiffs alleged that Defendant owed civil penalties under PAGA for certain California Labor Code (the "Labor Code") violations, including (1) Failure to Pay Minimum Wages and for all Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability under Labor Code § 226.7; (4) Rest-Break Liability under Labor Code § 226.7; (5) Violation of Labor Code § 226(a) and 226.2; (6) Violation of Labor Code § 204; (7) Violation of Labor Code § 203; (8) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (9) Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5; (10) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (11) Violation of Business & Professions Code § 17200 *et seq*. Plaintiffs alleged Defendant failed to pay at least minimum wages and overtime wages to Aggrieved Employees for all hours worked, including off-the-clock work, failed to timely pay all wages due to Aggrieved Employees during their employment and timely upon separation from employment, failed to provide Aggrieved Employees with legally compliant meal and rest periods, failed to reimburse business expenses incurred by Aggrieved Employees, failed to maintain Aggrieved Employees' records, and failed to issue accurately itemized wage statements to Aggrieved Employees. Defendant denies the allegations in the lawsuit, any failure to comply with the laws identified in the lawsuit, and any and all liability for the causes of action alleged.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

The Parties agreed to resolve the case, and as part of the Settlement, Defendant agreed to pay Ninety-Five Thousand Dollars and Zero Cents ($95,000.00), which is called the Gross Settlement Amount. From the Gross Settlement Amount, and as approved by the Court, Plaintiffs' counsel ("PAGA Counsel") will receive an Attorneys' Fee Payment of $31,666.66 for attorneys' fees and a Litigation Expenses Payment of $19,143.29 for litigation costs incurred in prosecuting the lawsuit. In addition, and as approved by the Court, the Settlement Administrator will receive an Administration Expenses Payment of $4,750.00 for its services in administering the settlement. The balance of the monies, called the Net Settlement Amount, in the amount of $39,440.05, represents the PAGA Settlement Payment.

Under PAGA, the law requires that PAGA Settlement Payment get divided between the California Labor and Workforce Development Agency (the "LWDA") and the Aggrieved Employees, with 75% of the settlement going to the LWDA and 25% being divided amongst the Aggrieved Employees. As a result, and as approved by the Court, $29,580.04 will be paid to the LWDA for its share of the PAGA Settlement Payment, and $9,860.01 will be paid to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($9,860.01) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's number of pay periods worked during the PAGA Period.

As an Aggrieved Employee, you will assume full responsibility and liability for any taxes owed on your Individual PAGA Payment. The Administrator will report all Individual PAGA Payments on IRS 1099 Forms.

The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. Defendant denies violating any laws or failing to pay any wages. Defendant contends it complied with all applicable laws.

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

The enclosed check, in the amount of $_____________.______, represents your Individual PAGA Payment, which is based on the number of pay periods you worked during the PAGA Period. As an Aggrieved Employee, you are legally barred from asserting any of the claims released under the Settlement. This means that you, along with all Aggrieved Employees, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or the Released Parties based on the facts alleged in the case to have occurred during the PAGA Period and resolved by this Settlement. The release by Aggrieved Employees is as follows:

Release by Aggrieved Employees:
All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims. Released PAGA Claims are defined as any and all claims, demands, or causes of action for PAGA civil penalties that were or could have been alleged in the Lawsuit or in Plaintiffs' letters to the LWDA, or that are based on or arise out of any or all of the facts asserted in any version of the complaints filed in the Lawsuit or in any letter to the LWDA, including, without limitation, any and all claims, demands, or causes of action for alleged failure to pay minimum wage or overtime wages, unlawful deductions, unlawful withholdings, failure to provide meal periods, failure to provide rest periods, failure to reimburse for business expenses, failure to properly pay tipped wages, failure to provide sick leave, wage notice violations, wage statement violations, failure to pay all wages due upon termination of employment, failure to properly calculate the regular rate of pay, and statutory penalties based on the foregoing under PAGA (Lab. Code section 2698, *et seq*.).

"Released Parties" mean (a) Defendant Radiology Partners Management, LLC (b) Defendant's respective past, present, and future direct and indirect parents, subsidiaries, related companies, and affiliates; (c) the past, present, and future shareholders, directors, officers, agents, business partners, employees, clients, attorneys, insurers, predecessors, successors, and assigns of any of the foregoing; and (d) any individual or entity that could be jointly or severally liable with any of the foregoing.

"Operative Complaint" means the Second Amended Complaint filed by Plaintiffs on April 1, 2023 in this lawsuit.

"PAGA Notice" means Plaintiff Petty's PAGA Notice letter to Defendant and the LWDA submitted on March 5, 2024 (LWDA-CM-1014782-24) providing notice pursuant to Labor Code section 2699.3, subd. (a).

This release applies to you, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you. Aggrieved Employees have no right to object to this settlement, and they cannot opt out of this settlement. You will be bound by this release whether you cash your check or not.

QUESTIONS?

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter) or Plaintiffs' counsel, whose contact information is as follows:

Counsel for Plaintiffs:
Emil Davtyan, Esq.
David Yeremian, Esq.

Alvin B. Lindsay, Esq.
Enoch Kim, Esq.
Jean Power, Esq.
Melissa Rodriguez, Esq
D.Law, Inc.
450 N. Brand Blvd., Suite 840
Glendale, California 91203

Very Truly Yours,
Apex Class Action Administration
[INSERT CONTACT INFORMATION]

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

EXHIBIT 6