

BIBIYAN LAW GROUP, P.C.
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Brandon M. Chang (SBN 316197)
brandon@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, JULIET WELTON,
and on behalf of all others similarly situated

Palmieri, Tyler, Wiener, Wilhelm & Waldron LLP
Erica M. Sorosky (SBN 251314)
esorosky@ptwww.com
Erin K. Oyama (SBN 271639)
eoyama@ptwww.com
1900 Main Street, Suite 700
Irvine, CA 92614
Tele: (949) 851-9400; Fax: (949) 851-1554

Attorneys for Defendant CERNA HEALTHCARE LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JULIET WELTON, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

CERNA HEALTHCARE, LLC., a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 30-2024-01390734-CU-OE-CXC
[Related to Case No.: 30-2024-01410320-CU-
OE-CXC]

[Assigned for all purposes to Honorable David
A. Hoffer in Dept. CX103]

**AMENDMENT TO CLASS AND PAGA
SETTLEMENT AGREEMENT**

1 Pursuant to this Court's April 27, 2026, Order continuing the hearing on Motion for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only of Plaintiffs Juliet Welton ("Plaintiff Welton"), Brandi
4 Gregg ("Plaintiff Gregg"), and Cindy Estrada Rosas ("Plaintiff Rosas" and together with Plaintiff
5 Welton and Plaintiff Gregg, the "Plaintiffs"), Plaintiffs and defendant Cerna Healthcare, LLC
6 ("Defendant") hereby agree to the following amendment to the Class and PAGA Settlement
7 Agreement:

8 1. Paragraph 3.2.2. of the Class and PAGA Settlement Agreement shall be modified to
9 now state:

10 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 30% of
11 the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of
12 this Agreement, is currently estimated to be \$97,500.00 and a Class Counsel
13 Litigation Expenses Payment of not more than \$25,000.00. Defendant will not
14 oppose requests for these payments provided that do not exceed these amounts.
15 Plaintiffs and/or Class Counsel will endeavor to file a motion for Class Counsel Fees
16 Payment and Class Litigation Expenses Payment prior to the Final Approval
17 Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
18 Litigation Expenses Payment less than the amounts requested, the Administrator will
19 allocate the remainder to the Net Settlement Amount. Released Parties shall have no
20 liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to
21 any portion any Class Counsel Fee Payment and/or Class Counsel Litigation
22 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and
23 Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel
24 assume full responsibility and liability for taxes owed on the Class Counsel Fees
25 Payment and the Class Counsel Litigation Expenses Payment and holds Defendant
26 harmless, and indemnifies Defendant, from any dispute or controversy regarding any
27 division or sharing of any of these Payments. There will be no additional charge of
28 any kind to either the Settlement Class Members or request for additional

1 consideration from Defendant for such work unless, Defendant materially breach this
2 Agreement, including any term regarding funding, and further efforts are necessary
3 from Class Counsel to remedy said breach, including, without limitation, moving the
4 Court to enforce the Agreement. Should the Court approve attorneys' fees and/or
5 litigation costs and expenses in amounts that are less than the amounts provided for
6 herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

7 2. Paragraph 3.2.4.1. of the Class and PAGA Settlement Agreement shall be modified
8 to now state:

9 Tax Allocation of Individual Class Payments. 33 1/3% of each Participating Class
10 Member's Individual Class Payment will be allocated to settlement of wage claims
11 (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
12 reported on an IRS W-2 Form. The 66 2/3% of each Participating Class Member's
13 Individual Class Payment will be allocated to settlement of claims for interest and
14 penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage
15 withholdings and will be reported on IRS 1099 Forms. Participating Class Members
16 assume full responsibility and liability for any employee taxes owed on their
17 Individual Class Payment.

18 3. Paragraph 5.4. of the Class and PAGA Settlement Agreement shall be modified to
19 now state:

20 5.4. Release of PAGA Claims: Plaintiffs, on behalf of the State of California and
21 the LWDA, and to the extent permitted by law, all Aggrieved Employees, are deemed
22 to release, on behalf of themselves and their respective former and present
23 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
24 Released Parties from all claims for PAGA penalties that were alleged, or reasonably
25 could have been alleged, based on the facts stated in the Operative Complaint and
26 the PAGA Notice.

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1 4. Paragraph 7.4.7. of the Class and PAGA Settlement Agreement shall be modified to
2 now state:

3 7.4.7. The Administrator may not reject a Request for Exclusion as invalid because
4 it fails to contain all the information specified in the Class Notice. The Administrator
5 shall accept any Request for Exclusion as valid if the Administrator can reasonably
6 ascertain the identity of the person as a Class Member and the Class Member's desire
7 to be excluded. The Administrator's determination shall be final and not appealable
8 or otherwise susceptible to challenge. If the Administrator has reason to question the
9 authenticity of a Request for Exclusion, the Administrator may demand additional
10 proof of the Class Member's identity. Although the Administrator may make the
11 initial determination as to the validity of the Request for Exclusion, the Court may
12 review any decisions made by the Administrator.

13 5. Paragraph 7.5. of the Class and PAGA Settlement Agreement shall be modified to
14 now state:

15 7.5. Challenges to Calculation of Workweeks. Each Class Member shall have 45
16 days after the Administrator mails the Class Notice (plus an additional 15 days for
17 Class Members whose Class Notice is re-mailed) to challenge the number of Class
18 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
19 Class Notice. The Class Member may challenge the allocation by communicating
20 with the Administrator via mail. The Administrator must encourage the challenging
21 Class Member to submit supporting documentation. In the absence of any contrary
22 documentation, the Administrator is entitled to presume that the Workweeks
23 contained in the Class Notice are correct so long as they are consistent with the Class
24 Data. The Administrator shall promptly provide copies of all challenges to the
25 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel
26 and the Administrator's determination on the challenges. Although the Administrator
27 may make the initial determination as to the validity of the challenge, the Court may
28 review any decisions made by the Administrator.

1 6. Paragraph 7.7.5. of the Class and PAGA Settlement Agreement shall be modified to
2 now state:

3 7.7.5. Workweek and/or Pay Period Challenges. The Administrator has the
4 authority to address and make initial decisions consistent with the terms of this
5 Agreement on all Class Member challenges over the calculation of Workweeks
6 and/or Pay Periods. The Court may review any decisions made by the Administrator.
7

8 **IT IS SO AGREED:**
9

10 _____
Plaintiff, Juliet Welton

11 _____
For Defendant, Cerna Healthcare, LLC

12 _____
Plaintiff, Brandi Gregg

13
14 *Cindy Estrada*

08/17/2026

15 _____
Plaintiff, Cindy Estrada Rosas

16 **AGREED AS TO FORM ONLY:**
17

18 *Vedang J. Patel*

8/17/2026

19 David D. Bibiyan
Vedang J. Patel
20 Counsel for Plaintiffs

Erica M. Sorosky
Erin K. Oyama
Counsel for Defendant

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7

8 **IT IS SO AGREED:**

9 *Juliet Welton*

08/17/2026

10 _____
Plaintiff, Juliet Welton

11 _____
For Defendant, Cerna Healthcare, LLC

12 _____
Plaintiff, Brandi Gregg

13
14 _____
15 Plaintiff, Cindy Estrada Rosas

16 **AGREED AS TO FORM ONLY:**
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18
19 _____
David D. Bibiyan
Vedang J. Patel
20 Counsel for Plaintiffs

Erica M. Sorosky
Erin K. Oyama
Counsel for Defendant

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IT IS SO AGREED:

Plaintiff, Juliet Welton

Brandi Gregg

08/17/2026

Plaintiff, Brandi Gregg

For Defendant, Cerna Healthcare, LLC

Plaintiff, Cindy Estrada Rosas

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiffs

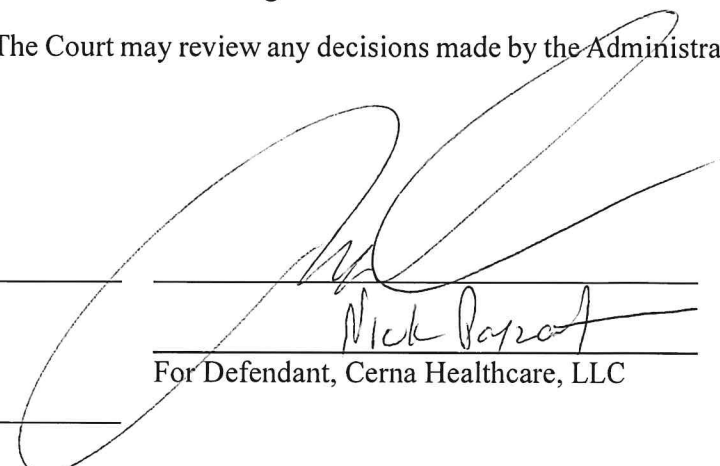
Erica M. Sorosky
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Counsel for Defendant

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8 **IT IS SO AGREED:**

9
10 _____
Plaintiff, Juliet Welton

11 
12 _____
For Defendant, Cerna Healthcare, LLC

13 _____
Plaintiff, Brandi Gregg

14 _____
15 Plaintiff, Cindy Estrada Rosas

16 **AGREED AS TO FORM ONLY:**

17
18 _____
19 David D. Bibiyan
20 Vedang J. Patel
Counsel for Plaintiffs

18 
19 _____
20 Erica M. Sorosky
Erin K. Oyama
Counsel for Defendant