

1 Elliot J. Siegel (Bar No. 286798)
 2 elliot@kingsiegel.com
 3 Julian Burns King (Bar No. 298617)
 4 julian@kingsiegel.com
 5 **KING & SIEGEL LLP**
 6 724 S. Spring Street, Suite 201
 7 Los Angeles, California 90014
 8 tel: (909) 287-4641
 9 fax: (213) 465-4803
 10
 11 Attorneys for Plaintiff Joshua Covarrubias
 12 and Aggrieved Employees

13 Lonnie Giamela (Bar No. 228435)
 14 lgiamela@fisherphillips.com
 15 Lirit King (Bar No. 252521)
 16 lking@fisherphillips.com
 17 **FISHER & PHILLIPS LLP**
 18 21600 Oxnard Street, Suite 650
 19 Woodland Hills, CA 91367
 20 Tel: (818) 230-4268

21 Attorneys for Defendants Medtrans, Inc. and
 22 Ruzanna Avetisyan

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

25 **Joshua Covarrubias**, individually and
 26 on behalf of all similarly situated
 27 individuals,

28 Plaintiff,

vs.

29 **Medtrans, Inc.**, a California
 30 corporation; **Ruzanna Avetisyan**, an
 31 individual; and **Does 1-100**;

32 Defendants.

CASE NO. 24STCV13023

[Assigned for all purposes to the Hon. Elaine
 Lu, Dept. 9]

**JOINT STIPULATION OF
 SETTLEMENT OF PAGA
 REPRESENTATIVE ACTION**

Case Filed: May 23, 2024
 Trial Date: None Set

This Stipulation of Settlement and Release of PAGA Representative Action (“Agreement” or “Settlement Agreement” or “Stipulation”) is made and entered into by and between Joshua Covarrubias (“Plaintiff” or “Mr. Covarrubias”), individually and as the authorized proxy for the State of California and the Labor and Workforce Development Agency, and Medtrans, Inc. (“Defendant”) (with Plaintiff, the “Parties”).

This Agreement is subject to the approval of the Court pursuant to Cal. Lab. Code § 2699(l)(2) and is made for the sole purpose of attempting to consummate settlement of the lawsuit entitled *Covarrubias v. Medtrans, Inc., et al.*, Los Angeles Superior Court Case No. 24STCV13023 (the “Lawsuit”) on the following terms and conditions:

RECITALS

1. On May 23, 2024, Plaintiff Joshua Covarrubias sent a PAGA letter to the LWDA regarding alleged violations of the Labor Code, and incorporated by reference a draft Complaint alleging violations of Labor Code §§ 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 226.7(b), 512(a), 226, 226.3, 1174, 201-204, and 2802, and the applicable Wage Orders. Later that day, Plaintiff filed her Complaint for civil penalties pursuant to PAGA in Los Angeles County Superior Court alleging violations of Labor Code §§ 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 226.7(b), 512(a), 226, 226.3, 1174, 201-204, and 2802 and the applicable Wage Orders against Defendants.

2. Defendants deny all of the allegations in the Lawsuit, and specifically the PAGA Representative Claims, and deny that they, or any Released Parties committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

3. In the interest of avoiding further litigation, the Parties desire to fully and finally settle all actual or potential PAGA claims as pleaded in the operative Complaint or that could have been pleaded in the operative Complaint and this Action.

4. This Settlement Agreement is made and entered into by and between Plaintiff individually and on behalf of all other allegedly similarly situated aggrieved employees, the

1 State of California through Plaintiff as a proxy, and Defendants on the other hand. This
2 Settlement Agreement is subject to the terms and conditions hereof, as well as the Court's
3 approval. The Parties expressly acknowledge that this Agreement is entered into solely for
4 the purpose of compromising disputed claims and that nothing herein is an admission of
5 any liability or wrongdoing by Defendants. If, for any reason the Settlement Agreement is
6 not approved, it will be of no force or effect, and the Parties shall be returned to their orig-
7 inal respective positions.

8 5. Because this is not a settlement of a class action but a PAGA settlement on
9 behalf of the State of California, no person can (a) object to the settlement after the Court's
10 Approval Order is made, or (b) opt out from being covered by the release of PAGA penalties
11 claims at any time before or after the Approval Order is made.

12 6. The Parties agree to abide by the terms of the Settlement Agreement in good
13 faith and to support the Settlement Agreement fully and to use their best efforts to defend
14 this Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

15 7. On December 13, 2024, the Parties participated in a mediation with Jill R.
16 Sperber, Esq. (the "Mediator"), a well-respected mediator in the field of employment law
17 and wage-and-hour class actions. With the assistance of the Mediator, the Parties were able
18 to reach agreement on the principal terms of a PAGA settlement, which have now been
19 expanded upon in this Stipulation.

20 8. The settlement discussions before and during mediation were conducted at
21 arm's length and the settlement of the Action is the result of an informed and detailed anal-
22 ysis of Defendants' potential liability in relation to the costs and risks associated with con-
23 tinued litigation.

24 9. Prior to entering into Settlement, Plaintiff's Counsel conducted a significant
25 investigation during the prosecution of the Action. This investigation included, among
26 other things, (a) numerous telephonic calls and written communications with Plaintiff; (b)
27 inspection and analysis of payroll and timekeeping documents for a statistically significant
28 sampling of 25% of the aggrieved employees, and other information produced by Plaintiff

1 and Defendants, including all relevant policy documents, Plaintiff's complete personnel
2 file, and representative wage statements for the aggrieved employees; (c) research of the
3 applicable law with respect to the claims asserted in the Action and the potential defenses
4 thereto; (d) investigation into the viability of collective treatment of the claims asserted in
5 the Action; (e) analysis of the legal positions taken by Defendants, including information
6 sufficient to understand Defendants' potential defenses to Plaintiff's claims; (f); assembling
7 and analyzing of data for calculating damages; and (g) hiring an expert to prepare an anal-
8 ysis and accounting of Defendants' exposure for civil penalties.

9 10. The informal discovery and investigation conducted in this matter, as well as
10 discussions between counsel, have been adequate to give the Named Plaintiff and Plaintiff's
11 Counsel a sound understanding of the merits of the Parties' positions and to evaluate the
12 risks of continued litigation and the value of the aggrieved employees' claims. The infor-
13 mation exchanged by the Parties through discovery and settlement discussions were suffi-
14 cient to allow Plaintiff's Counsel to reliably assess the merits of the Parties' respective po-
15 sitions and to compromise the issues on a fair and equitable basis.

16 11. Plaintiff and Plaintiff's Counsel believe that the claims, causes of action, alle-
17 gations, and contentions asserted in the Action have merit. However, Plaintiff and Plain-
18 tiff's Counsel recognize and acknowledge the expense and delay of continued lengthy pro-
19 ceedings necessary to prosecute the Action against Defendants through trial and appeals.
20 Plaintiff's Counsel has taken into account: 1) the uncertain outcome of the litigation; 2) the
21 risk of continued litigation in complex actions such as this lawsuit; 3) the difficulties and
22 delays inherent in such litigation; and 4) the potential risk of trying the claims of the Ag-
23 grieved Employees. Plaintiff's Counsel is mindful of the potential problems of proof under,
24 and possible defenses to, the claims alleged in the Action and litigation of those claims on
25 a representative basis.

26 12. Based on their own independent investigation and evaluation, Plaintiff's
27 Counsel has determined that the Settlement set forth in the Stipulation is in the best inter-
28 ests of Plaintiff and the PAGA Settlement Members (defined as all California non-exempt

employees of Defendants within the time period of May 23, 2023 to December 13, 2024). Plaintiff's Counsel believes that the Settlement set forth in this Settlement Agreement confers substantial benefits upon Plaintiff and the PAGA Settlement Members, and that an independent review of this Settlement Agreement by the Court will confirm this conclusion.

13. Based on the data and documents produced during informal discovery and in response to Plaintiff's Labor Code sections 226 and 1198.5 records request, Plaintiff's Counsel's own independent investigation and evaluation, and the Mediator's efforts, Plaintiff's Counsel believes that Plaintiff's settlement with Defendants for the consideration provided and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of the PAGA Settlement Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, the contested legal and factual issues involved, and potential appellate issues.

DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

14. "PAGA Settlement Member List" shall mean a complete list of all PAGA Settlement Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator no later than 5 calendar days after the entry of a Court Order approving the Settlement. The List will be formatted in a readable Microsoft Office Excel spreadsheet and will include, to the extent in the possession of Defendants or their agents, PAGA Settlement Members' names; last-known addresses; last-known telephone numbers; last-known email address; social security numbers; start dates of employment; end dates of employment; and Defendants' best estimate of the number of weeks worked by each PAGA Settlement Member during the PAGA Period.

15. "Effective Date" means the date on which the settlement embodied in this Settlement Agreement shall become effective and is the date after all of the following events

1 have occurred: (i) this Settlement Agreement has been executed by Plaintiff and Defend-
2 ants; and (ii) the Court has granted approval of the Settlement.

3 16. "Approval Order" means the signed order of the Superior Court approving
4 the Settlement and entering Judgment.

5 17. "Eligible Pay Period" means any pay period from May 23, 2023 through De-
6 cember 13, 2024. Pay periods are biweekly.

7 18. "Funding Date" means 7 calendar days from the Effective Date.

8 19. "LWDA" means the California Labor and Workforce Development Agency,
9 the agency entitled, under Labor Code section 2699, subdivision (i).

10 20. "PAGA Representative Claims" means Plaintiff's individual and non-individ-
11 ual PAGA claims for civil penalties based on alleged predicate violations of California Labor
12 Code §§ 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 226.7(b), 512(a), 226, 226.3, 1174,
13 201-204, and 2802, and the applicable Wage Orders as set forth in the operative Com-
14 plaint.

15 21. "PAGA Release Period" means May 23, 2023 through December 13, 2024.

16 22. "PAGA Released Claims" shall mean the *limited* release being given by the
17 State of California and PAGA Release Members for those claims for civil penalties under
18 PAGA that were alleged, or reasonably could have been alleged, based on the facts stated
19 in the Complaint or the PAGA Notice Letter, which are claims under PAGA for civil penal-
20 ties arising under Labor Code §§ 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 226.7(b),
21 512(a), 226, 226.3, 1174, 201-204, and 2802, and the applicable Wage Orders.

22 23. "PAGA Settlement" or "Settlement" means the settlement of the Lawsuit as
23 memorialized in this Agreement.

24 24. "PAGA Settlement Members" shall mean all non-exempt employees of De-
25 fendants who worked at least one shift in California from May 23, 2023 through December
26 13, 2024. Defendants represent that there are approximately 304 PAGA Settlement Mem-
27 bers as of December 13, 2024.

28 25. "Plaintiff's Counsel" means Elliot J. Siegel of King & Siegel LLP.

26. “Released Parties” shall mean Defendants Medtrans, Inc. and Ruzanna Avetisyan, and their former and present officers, directors, employees, shareholders, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and agents.

27. “Settlement Administrator” means an administrator to be selected by Plaintiff on the basis of cost and competence, with the best interests of the PAGA Members in mind.

28. “Notice” means the Notice of PAGA Payment, substantially in the form attached as **Exhibit A**.

29. “Order and Judgment” means the Court order granting approval of the Settlement in an order in substantially the same form as the order attached as **Exhibit B**.

TERMS OF AGREEMENT

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

30. Gross Settlement Amount. In consideration for the covenants, promises, waivers, and releases contained in this Agreement, and subject to Court approval, Defendants shall pay the sum of \$205,000 (“Gross Settlement Amount”) in full and final settlement of the PAGA Representative Claims and the Lawsuit on or before the Funding Date. The Gross Settlement Amount is non-reversionary.

31. Escalator Clause. Defendants represent that there are 5,347 pay periods worked by 304 aggrieved employees from the beginning of the PAGA Release Period through December 13, 2024. Should the actual number of pay periods worked by the aggrieved employees from the beginning of the PAGA Release Period through December 13, 2024 increase by more than 10%, then the Gross Settlement Amount will increase by 1% for every 1% over the 10% threshold. For the avoidance of doubt, if the Escalator Clause is triggered and the Gross Settlement Amount increases, Plaintiff’s Counsel shall have the right to seek attorney’s fees up to one-third of the increased Gross Settlement Amount.

32. Attorney's Fees and Costs. Subject to Court approval, Defendants will not oppose Plaintiff's Counsel's request for fees up to one-third (1/3) of the Gross Settlement Amount, and for costs not to exceed \$20,000, to be paid out of the GSA.

33. Plaintiff's Incentive Award. In recognition of his efforts and work in prosecuting the Action on behalf of the PAGA Settlement Members and in negotiating the Settlement, Defendants agree not to oppose or impede any application or motion for a PAGA Representative Enhancement Payment of up to a total of \$10,000.00 to the Named Plaintiff, Joshua Covarrubias, subject to the Court's approval. The PAGA Representative Enhancement Payment, which will be paid from the Gross Settlement Amount, is in addition to the payment to which he is entitled as PAGA Settlement Member. The Named Plaintiff agrees to execute a general release of all claims, including a waiver of California Civil Code § 1542, against Defendants in exchange for his Enhancement Payment, which this Stipulation includes. The Settlement Administrator will issue an IRS Form 1099 for the Enhancement Payment to the Named Plaintiff, and the Named Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amount received. Should the Court reduce the Named Plaintiff Enhancement Payment, any such reduction shall revert to the Net Settlement distributed to PAGA Settlement Members. In the event that the Court reduces or does not approve the requested Plaintiff's Counsel Fee Award and costs, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this settlement, and it will remain binding, and Plaintiff shall not appeal any judgment or order on that basis.

34. Settlement Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is capped at no more than \$15,000.00. Any unused amounts will revert to the Gross Settlement Amount.

35. Net Settlement Amount. "Net Settlement Amount" shall mean the Gross Settlement Amount *minus* Settlement Administration Costs, Plaintiff's Counsel's Fees and Costs, and the PAGA Representative Enhancement Payment. The remaining amount shall

1 be referred to as the Net Settlement Amount and shall be allocated for payment of PAGA
2 civil penalties as follows: (i) 75% of the Net Settlement Amount shall be distributed to the
3 LWDA; and (ii) 25% of the Net Settlement Amount shall be distributed to the PAGA Set-
4 tlement Members, as set forth in the version of Labor Code section 2699(i) effective as of
5 the date of filing of the Lawsuit.

6 36. Non-Admission of Liability, Wrongdoing, or Standing. This Agreement shall
7 not in any way be construed as an admission by Defendant and/or any of the Released
8 Parties that they acted wrongfully with respect to Plaintiff or any other allegedly aggrieved
9 employees. Defendants specifically disclaim any liability to, or wrongful acts against Plain-
10 tiff, on the part of itself, and/or any respective parents, subsidiaries, affiliates, predeces-
11 sors, successors, officers, directors, employees, or agents. Defendants deny that there is
12 any factual evidence or legal basis to support any claims or Labor Code violations that
13 Plaintiff alleges on behalf of alleged aggrieved employees, or by Plaintiff on his own behalf.

14 37. Release by PAGA Settlement Members and the LWDA. As of the date that
15 Defendants fully fund the Gross Settlement Amount, for and in consideration of the mutual
16 promises and consideration set forth in this Agreement, Plaintiff, the PAGA Settlement
17 Members, and the LWDA are deemed to release against the Released Parties *only* claims
18 for civil penalties, interest, fees or costs under PAGA that were alleged, or reasonably could
19 have been alleged, based on the facts stated in the Complaint or the PAGA Notice Letter,
20 specifically claims for penalties under PAGA based on predicate violations of Labor Code
21 §§ 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 226.7(b), 512(a), 226, 226.3, 1174, 201-204,
22 and 2802 under the applicable Wage Orders (the “PAGA Released Claims”). The PAGA
23 Released Claims are expressly limited to claims for PAGA penalties and not any underlying
24 predicate claims or causes of action.

25 38. PAGA Settlement Administrator and Distribution Method. The PAGA Settle-
26 ment Administrator shall process and distribute the Gross and Net Settlement Amounts in
27 accordance with this Agreement.
28

39. The Parties agree that the Settlement Administrator shall establish a Qualified Settlement Fund (“QSF”) that is intended to be pursuant to Section 468B of the Code and Treas. Reg. §1.468B-1, 26 CFR § 1.468B-1et seq., and will be administered by the Settlement Administrator as such. With respect to the QSF, the Settlement Administrator shall: (1) open and administer a settlement account in such a manner as to qualify and maintain the qualification of the QSF as a “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg. §1.468B-1; (2) satisfy all federal, state and local income and other tax reporting, return, and filing requirements with respect to the QSF (if any is required); and (3) satisfy out of the QSF all fees, expenses, and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Agreement. The aforementioned fees, costs, and expenses shall be treated as and included in the costs of administering the QSF by the Settlement Administration.

a. The Net Settlement Amount shall be available for distribution to the PAGA Settlement Members and the LWDA consistent with Labor Code section 2699(i) and shall be allocated as follows: 75% to the LWDA (“LWDA Payment”) and 25% to the PAGA Settlement Members (“PAGA Settlement Members Payment”). Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members (“Individual PAGA Settlement Member Payment”). The Settlement Administrator will calculate each PAGA Settlement Member’s pro rata share of the PAGA Settlement Members Payment.

b. After 7 calendar days from the entry of a Court order approving the Settlement, Defendants will send to the Settlement Administrator the PAGA Settlement Member List. This information shall be treated as and remain confidential by the Settlement Administrator and shall be used solely to manage the notice and payment process described herein, shall not be

disclosed to Plaintiff's Counsel or to anyone other than the necessary staff of the Settlement Administrator, except as needed to effectuate the Settlement, including to resolve any dispute over the amount of a PAGA Settlement Member's pro rata share of the PAGA Settlement Members Payment.

- c. By the Funding Date, Defendants shall wire the Gross Settlement Amount using the wiring instructions provided by the PAGA Settlement Administrator.
- d. Within five days of the Funding Date, the PAGA Settlement Administrator shall distribute the amounts for the Plaintiff's service payment and attorneys' fees and costs to Plaintiff's counsel, and the Net Settlement Amount to the LWDA and PAGA Settlement Members.
- e. Because the Individual PAGA Settlement Member Payments are in compromise and settlement of claims for civil penalties, the entirety of these payments will be treated as non-wage income that is not subject to any withholdings or deductions. The service payment to Plaintiff is not wages, will not be subject to deductions or withholdings, and will be reported as 1099 income. The PAGA Settlement Administrator shall be responsible, to the extent necessary based on the amount of a payment, for all tax reporting and documentation related to the PAGA Settlement Member Payments, as well as all other payments made under the Agreement. Plaintiff and Plaintiff's Counsel each agree to hold Defendants and the Released Parties harmless from and against any damage or penalty incurred by Plaintiff and/or Plaintiff's Counsel as a result of any taxing authority assessing any tax or penalty upon Defendant as a consequence of any tax being due and unpaid on each of their portions of the Settlement. Plaintiff, Plaintiff's counsel, Defendants, and Defendants' counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments or

any increase in the fees of the Settlement Administrator that may result from such errors or omissions. Defendants nor their counsel shall have any liability for any tax implications related to the receipt of settlement funds herein, including by the settlement administrator. Any and all such liability and/or obligations shall be borne solely by the recipients of any funds to be paid by Defendant herein, except that in no case shall any PAGA Member be required to pay, reimburse, or indemnify Defendants for any amounts characterized or recharacterized as employer-side tax liabilities. The Parties acknowledge neither Defendants' nor Plaintiff's counsel have provided any tax-related advice whatsoever.

f. Because this is a PAGA settlement and not a class action settlement, and because there is no claims procedure and no ability to "opt out," there will be no prior notice to the PAGA Settlement Members advising them of the Settlement or any procedure by which the PAGA Members must submit claims in order to receive a settlement payment. However, the Individual PAGA Settlement Member Payment will be accompanied by a Notice informing PAGA Settlement Member why they are receiving payment substantially in the form of **Exhibit A**.

g. No later than five days after the Funding Date, the Settlement Administrator will mail a notice ("PAGA Notice") approved by the Court (in substantially the form attached as Exhibit A) along with the Individual PAGA Settlement Member Payment to the individuals in the PAGA Data. For any mailings returned as undeliverable or notifying the Settlement Administrator that the PAGA Settlement Member is no longer at the address provided in the PAGA Settlement Member List, the PAGA Settlement Administrator shall perform a skip-trace on that individual using the National Change of Address database and other source(s) as necessary and will have fourteen (14) calendar days to re-mail the Notice and payment to the new address found in the skip-trace.

1 h. PAGA Settlement Members shall have one-hundred and eighty (180)
2 calendar days to cash their Individual PAGA Settlement Member Payment
3 checks under this Agreement. Any checks not negotiated within the one-
4 hundred and eighty (180) days will be voided and will not be reissued. Any
5 funds from voided checks to PAGA Settlement Members will be sent by the
6 Settlement Administrator to the State of California Unclaimed Property Fund
7 through the State Controller's Office in the name of the PAGA Settlement
8 Member within thirty (30) calendar days after the check-cashing deadline
9 prescribed herein.

10 i. Upon completion of administration of the Settlement, the Settlement
11 Administrator will provide written certification of such completion to the
12 Court and counsel for the Parties that shall be filed with the Court five (5)
13 court days before the non-appearance compliance hearing to be set by the
14 Court.

15 40. Plaintiff's Release and Obligations. In exchange for the service payment ref-
16 erenced above, and in addition to Plaintiff's release of the PAGA Released Claims, Plaintiff
17 and his heirs, family members, executors, administrators, successors, attorneys, agents,
18 representatives, and assigns hereby irrevocably and unconditionally remises, releases, and
19 forever discharges Defendants and the Released Parties from any and all claims, wages,
20 demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action,
21 obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders, liabilities,
22 demands, charges, complaints, and promises of any nature whatsoever, in law or equity,
23 known or unknown, suspected or unsuspected, and whether or not concealed or hidden,
24 which Plaintiff may have, or have ever had, against the Released Parties, or any of them,
25 arising out of, or in any way related to Plaintiff's hire, benefits, employment, termination,
26 or separation from employment with Defendants by reason of any actual or alleged act,
27 omission, transaction, practice, conduct, occurrence, or other matter from the beginning
28 of time up to and including the date Plaintiff signs this Agreement including, without

1 limiting the generality of the foregoing: (a) any and all claims under Title VII of the Civil
2 Rights Act of 1964, as amended (“Title VII”), the Americans with Disabilities Act (“ADA”),
3 the Employee Retirement Income Security Act, as amended (“ERISA”) (regarding unvested
4 benefits), the Family and Medical Leave Act (“FMLA”) (regarding existing but not prospec-
5 tive claims), the Fair Labor Standards Act (“FLSA”), the Equal Pay Act, the Civil Rights Act
6 of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act (“FCRA”), the Worker
7 Adjustment and Retraining Notification Act (“WARN Act”), the National Labor Relations
8 act (“NLRA”), the Uniform Services Employment and Reemployment Rights Act
9 (“USERRA”), the Genetic Information Nondiscrimination Act (“GINA”), the Immigration
10 Reform and Control Act (“IRCA”), the Fair Employment and Housing Act (“FEHA”), the
11 California Constitution, the California Family Rights Act (“CFRA”), the California Labor
12 Code (including PAGA) and applicable Wage Order(s), the Unfair Competition Law, all as
13 amended by their respective implementing regulations, and any other federal, state or local
14 law, (statutory, regulatory, or otherwise) that may be legally waived and released; however
15 the identification of specific statutes or law shall not limit the scope of this general release
16 in any manner; and (b) any and all claims for backpay, regular pay, minimum wages, pre-
17 mium pay, overtime pay, other wages, expenses, penalties, failure to provide meal and/or
18 rest periods, failure to reimburse business expenses, compensatory damages, special dam-
19 ages, interest, commissions, bonuses, sick leave, holiday pay, vacation pay, restitution, tort
20 claims, contract claims, equitable claims, hostile work environment claims, workplace har-
21 assment claims, wrongful termination claims, discrimination claims, public policy claims,
22 retaliation claims, whistleblower retaliation claims, failure to provide reasonable accom-
23 modation claims, failure to engage in the interactive process claims, failure to prevent dis-
24 crimination claims, failure to prevent retaliation claims, statutory claims, personal injury
25 claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud
26 claims, quantum meruit claims, and/or attorneys’ fees and costs either individually or as
27 part of a class action, collective action, and/or representative action (collectively, “Plain-
28 tiff’s Released Claims”).

1 Plaintiff further agrees and expressly waives and relinquishes to the fullest extent
2 permitted by law, the rights and benefits of California Civil Code section 1542, which pro-
3 vides:

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

10 Notwithstanding the provisions set forth herein, and for the purpose of implement-
11 ing a full and complete release, Plaintiff expressly acknowledges that this Agreement is in-
12 tended to include and does include its effect without limitation all claims which Plaintiff
13 does not know or suspect to exist in her favor against Defendants and/or the Released Par-
14 ties, and that this Agreement contemplates extinguishment of any such claim or claims.
15 Plaintiff has been given at least 21 days from the date of receipt of this Agreement to con-
16 sider the terms of this Agreement and consult with counsel before signing it (Consideration
17 Period). In the event Plaintiff chooses to sign this Agreement prior to the expiration of the
18 Consideration Period, Plaintiff represents that he knowingly and voluntarily is waiving the
19 remainder of the Consideration Period. Plaintiff understands that having waived some por-
20 tion of the Consideration Period, Defendants may expedite the processing of benefits pro-
21 vided to him in exchange for signing this Release. Plaintiff agrees with Defendants that
22 changes, whether material or immaterial, do not restart the running of the Consideration
23 Period. Plaintiff acknowledges that he has seven (7) days after he signs this Agreement to
24 revoke his agreement to it by sending a written revocation notice to Defendants through
25 their counsel. Notwithstanding any other provision of this Agreement, if Plaintiff revokes
26 this Agreement pursuant to this section, the Agreement will not be effective or enforceable.

1 41. Neutral Reference. Defendants will re-classify Plaintiff's separation as a not-
2 for-cause layoff. Further, Defendants agree that if any person or entity shall inquire about
3 the past employment history of Plaintiff, Defendant shall give neutral references only and
4 shall disclose only the dates of his employment, last position held and, with written author-
5 ization, last rate of pay. Defendants shall state that this information is being provided in
6 accordance with company policy.

7 42. Impact of Non-Approval by the Court. Should the Court deny approval of this
8 Agreement, the Parties shall work jointly to make reasonable efforts to attempt to address
9 the Court's concerns in order to obtain the Court's approval, except that Defendants will
10 not be required under any circumstances to increase the Gross Settlement Amount, other
11 than provided under Paragraph 31. If the Parties cannot obtain court approval, the Parties
12 shall be restored to their respective litigation positions before they entered into this Agree-
13 ment. If the Court ultimately denies approval of the Agreement, or if the Court's approval
14 is reversed on appellate review, this Agreement shall be deemed null and void, shall be of
15 no force or effect whatsoever, and shall not be referred to or used for any purpose whatso-
16 ever.

17 43. Applicable Law. This Agreement shall be construed and interpreted in ac-
18 cordance with the laws of the State of California. Pursuant to California Code of Civil Pro-
19 cedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation,
20 implementation, and enforcement of the terms of this Settlement, and the Parties and their
21 counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing,
22 and enforcing the Settlement embodied in this Agreement and all orders and judgments
23 entered in connection therewith. This Agreement will be binding upon, and inure to the
24 benefit of, the successors of each of the Parties.

25 44. Judgment in this Action. Within thirty (30) calendar days after the Parties
26 execute this Agreement, Plaintiff's Counsel shall prepare, file, and serve a motion for ap-
27 proval of this Agreement pursuant to California Labor Code § 2699(1)(2), advocating that
28 the terms of the Settlement are fair, adequate, and reasonable, and Defendants shall not

1 oppose such a motion provided that it is consistent with the terms of this Agreement. The
2 Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Par-
3 ties, Action, and the Settlement for purposes of (i) enforcing this Agreement and/or Judg-
4 ment, (ii) addressing settlement administration matters, and (iii) addressing such post-
5 Judgment matters as are permitted by this Agreement or by law.

6 45. Confidentiality. The Parties agree not to issue press releases, communicate
7 with, or respond to, any media or publication entities concerning the Settlement, including
8 the fact of the Settlement, its terms or contents, and the negotiations underlying the Set-
9 tlement prior to approval and Entry of Judgment, except as required by law or as shall be
10 contractually required to effectuate the terms of the Settlement as set forth herein. Nothing
11 stated herein shall prohibit Plaintiff's Counsel from discussing the Settlement, the fact of
12 Settlement, and its terms and conditions: (i) with PAGA Settlement Members, (ii) in court
13 filings, including in their respective firm resumes, and/or (iii) in all necessary motions and
14 supporting memoranda related to approval of the Settlement or for other PAGA settle-
15 ments. This provision also does not limit Plaintiff's Counsel (i) from complying with ethical
16 obligations; or (ii) from posting a neutral description of publicly available facts regarding
17 the Settlement, provided that such posting does not expressly identify Defendants by name.

18 46. No Admission of Wrongdoing. Except for the purposes of effectuating and
19 enforcing the terms of this Agreement which include barring claims that are released pur-
20 suant to this Agreement, neither this Agreement nor any of its terms nor the settlement
21 itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed
22 to be evidence for any purpose adverse to Defendants and/or any of the Released Parties,
23 including but not limited to, evidence of any violation of the Labor Code, presumption,
24 concession, indication, or admission by any of the Released Parties of any liability, fault,
25 wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in
26 evidence against Defendant and/or any of the Released Parties in any other civil, criminal,
27 or administrative action or proceeding.
28

1 47. Knowing and Voluntary Agreement. Each Party has carefully read, knows,
2 and understands the full contents of this Agreement and is voluntarily entering into this
3 Agreement after having received independent legal advice from her or its attorneys with
4 respect to the advisability of making the settlement provided for herein and the advisability
5 of executing this Agreement.

6 48. Joint Drafting. Each of the Parties has participated in the drafting of all pro-
7 visions of this Agreement, has had an adequate opportunity to read, review, and consider
8 the effect of the language of this Agreement, and has agreed to its terms.

9 49. Severability. If any provision of this Agreement is held to be invalid by a court
10 of competent jurisdiction, that provision shall be deemed severed and deleted from this
11 Agreement, and neither that provision nor its severance and deletion shall affect the valid-
12 ity of the remaining provisions, except that if the Court severs a provision that either of the
13 Parties reasonably considers to be a material term of this Agreement, that Party shall have
14 the option to send a written notice to the other Party no later than fourteen (14) calendar
15 days after the Court severs the provision that it wishes to void the entire Agreement and to
16 restore the Parties to their litigation positions as of before this Agreement was reached. If
17 the Parties are thereafter unable to resolve the issue by reasonable efforts, this Agreement
18 in its entirety shall be deemed null and void, shall be of no force or effect whatsoever, and
19 shall not be referred to or used for any purpose whatsoever. In such case, the Party seeking
20 to void the agreement shall be liable for any costs incurred by the Administrator through
21 that date.

22 50. Counterparts. This Agreement may be signed in counterparts. Fax, scan,
23 and/or electronic copies of signatures shall be deemed effective as originals.

24 51. Entire Agreement. This Agreement sets forth the entire agreement between
25 the Parties hereto and fully supersedes any and all prior and/or supplemental understand-
26 ings, whether written or oral, between the Parties concerning the subject matter of this
27 Agreement. Any modification to this Agreement may be done through stipulation and must
28

1 be in writing and signed by Plaintiff and Plaintiff's Counsel and Defendant and Defendant's
2 counsel.

3 52. Waiver of right to appeal. Any Party may terminate this Settlement or appeal
4 any Court order which is not in substantially the form submitted by the Parties, except as
5 follows:(i) in the event that the Court reduces or does not approve the requested PAGA
6 Representative Enhancement Payment, Plaintiff shall not terminate this Settlement or ap-
7 peal any judgment or order on that basis; and/or (ii) in the event that the Court reduces or
8 does not approve Plaintiff's Counsel's requested fee award and costs, Plaintiff and Plain-
9 tiff's counsel shall not terminate this Settlement and shall not appeal any judgment or order
10 on that basis.

11 53. Cooperation. All Parties will cooperate in good faith and apply their best ef-
12 forts to implement this Settlement by, among other things, executing all documents to the
13 extent reasonably necessary to effectuate the terms of this Settlement Agreement, submit-
14 ting supplemental evidence and/or supplemental points and authorities if requested by the
15 Court, or making changes to the Settlement if requested by the Court that do not materially
16 affect the essential settlement terms.

17 54. Enforcement Actions. In the event that one or more of the Parties institute
18 any legal action, motion, petition, or other proceeding against any other Party or Parties to
19 enforce the provisions of this Settlement or to declare rights and/or obligations under this
20 Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful
21 Party or Parties reasonable attorneys' fees and costs, including expert witness fees in-
22 curred.

23 55. No Prior Assignments. The Parties separately represent and warrant that
24 they have not directly or indirectly assigned, transferred, encumbered or purported to as-
25 sign, transfer or encumber to any person or entity and portion of any liability, claim, de-
26 mand, action, cause of action or right released and discharged by the Party in this Settle-
27 ment.
28

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

5 To Plaintiff:

6 ELLIOT J. SIEGEL
7 elliot@kingsiegel.com
8 KING & SIEGEL LLP
9 724 S. Spring Street, Suite 201
10 Los Angeles, California 90014
11 tel: (213) 465-4802
12 fax: (213) 465-4803

13 To Defendant:

14 LONNIE GIAMELA
15 lgiamela@fisherphillips.com
16 LIRIT KING
17 lking@fisherphillips.com
18 FISHER & PHILLIPS LLP
19 21600 Oxnard Street,
20 Suite 650
21 Woodland Hills, CA 91367
22 Tel: (818) 230-4268

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IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

DATED: 01 / 29 / 2025

By: 
JOSHUA COVARRUBIAS
Individually and on behalf of the PAGA
Settlement Members and State of California

DATED: _____

By: _____
Name: _____
Title: _____
On behalf of Defendant MEDTRANS, INC.

1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint Stip-
2 ulation of Settlement of PAGA Representative Action as of the date set forth below.

3

4 DATED: _____

By: _____

5

JOSHUA COVARRUBIAS

6

Individually and on behalf of the PAGA
Settlement Members and State of California

7

8

9 DATED: 02.12.2025

By:  _____

10

Name: Avetis Avetisyan

11

Title: President

12

On behalf of Defendant MEDTRANS, INC.

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Exhibit A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Joshua Covarrubias v. Medtrans, Inc., et al.
Los Angeles Superior Court, Case No. 24STCV13023

You are **not** being sued. This is **not** an advertisement. This notice affects your rights.

YOU ARE RECEIVING A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

NOTICE OF PAGA SETTLEMENT

On [REDACTED], the Honorable Elaine Lu of the Superior Court of California for the County of Los Angeles granted approval of the Settlement and ordered that all Aggrieved Employees (also known as PAGA Settlement Members) be notified of the Settlement and mailed their share of the PAGA Settlement Members Payment.

The Aggrieved Employees (otherwise referred to herein as PAGA Settlement Members) are all non-exempt employees of Defendants who worked at least one shift in California from May 23, 2023 through December 13, 2024.

You are receiving this Notice because you are a PAGA Settlement Member who is to be paid under the Settlement.

In this lawsuit, Plaintiff claims that Medtrans, Inc. and Ruzanna Avetisyan ("Defendants") failed to comply with the requirements of the California Labor Code relating to payment of all minimum and overtime wages due, provision of meal and rest periods, provision of reimbursement of necessary business expenses, provision of accurate wages statements, and timely payment of wages. Plaintiff sought civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and other Aggrieved Employees under the Private Attorneys General Act ("PAGA") arising out of these alleged violations.

The Court has not made a determination about Plaintiff's allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendants maintain that they have complied with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

CALCULATION OF INDIVIDUAL PAGA PAYMENTS

By law, under the Private Attorney Generals Act, the amount recovered in settlement, after paying for attorneys' fees and costs, costs of administration of settlement, and the

PAGA Representative Enhancement Payment (“Net Settlement Amount”), is to be split between the State of California and the PAGA Settlement Members. The State receives 75% of the Net Settlement Amount and the PAGA Settlement Members receive 25% of the Net Settlement Amount (to be allocated on a pro rata basis).

Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members (“Individual PAGA Settlement Member Payment”).

You worked <<**IndividualPayPeriods**>> pay periods during the PAGA Period. The total number of pay periods worked by all Aggrieved Employees during the PAGA Period is <<**TotalPayPeriods**>>. Therefore, your Individual PAGA Settlement Member Payment is <<**CheckAmount**>>.

RELEASE

The Court has approved the Parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all Aggrieved Employees will release the Released Parties from any and all penalties under the PAGA which arose during the PAGA Period and (i) were asserted in the LWDA Letter and Plaintiff’s Complaint or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiff’s Complaint (“PAGA Released Claims”), specifically claims for civil penalties under PAGA arising out of predicate violations of Labor Code §§ 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 226.7(b), 512(a), 226, 226.3, 1174, 201-204, and 2802, and the applicable Wage Orders. The PAGA Released Claims are expressly limited to claims for PAGA penalties and not any underlying predicate claims or causes of action.

“Released Parties” shall mean Defendants Medtrans, Inc. and Ruzanna Avetisyan, and their former and present officers, directors, managers, shareholders, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and agents.

Upon entry of the Order approving the Settlement, any PAGA Settlement Members covered by this Agreement will be deemed to have released all Released Claims and will be barred from proceeding with any claim released by this Settlement.

ADDITIONAL INFORMATION

This Notice is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Los Angeles, during regular business hours of each court day.

All questions by PAGA Settlement Members regarding this Notice of Settlement and/or the Settlement should be directed to the Settlement Administrator or Plaintiff’s Counsel.

The attorneys for Plaintiff and the PAGA Settlement Members (“Plaintiff’s Counsel”) are:

Elliot J. Siegel
KING & SIEGEL LLP
(213) 465-4802
724 S. Spring Street, Ste. 201
Los Angeles, California 90014

You may call the Settlement Administrator, [REDACTED], toll free at [REDACTED] with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such an event, the Settlement Administrator shall direct all unclaimed funds to the State of California's Unclaimed Property Fund in the name of the PAGA Settlement Member to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS.**

Exhibit B

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

Joshua Covarrubias, individually and
on behalf of all similarly situated
individuals,

Plaintiff,

vs.

Medtrans, Inc., a California
corporation; **Ruzanna Avetisyan**, an
individual; and **Does 1-100**;

Defendants.

CASE NO. 24STCV13023

[Assigned for all purposes to the Hon.
Elaine Lu, Dept. 9]

PAGA ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S UNOPPOSED
MOTION FOR APPROVAL OF
SETTLEMENT PURSUANT TO THE
CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 (“PAGA”) AND
ENTERING JUDGMENT**

Date: _____
Time: _____

[PROPOSED] ORDER AND JUDGMENT

The Court, having read and considered Plaintiff's Unopposed Motion for Approval of Settlement Pursuant to PAGA ("Motion") and Joint Stipulation of Settlement of PAGA Representative Action ("Settlement" or "Settlement Agreement" or "Stipulation"), having heard and considered the arguments of counsel, and GOOD CAUSE appearing, hereby ORDERS as follows:

1. The Motion is GRANTED.¹
2. The Court grants approval of the Parties' Settlement Agreement.²
3. The Court hereby enters Judgment in accordance with the terms of the Settlement Agreement and this Order and Judgment. Upon entry of this Order and Judgment, the Parties shall effectuate and carry out the terms of the Settlement Agreement.
4. Plaintiff, the State of California through the Labor Workforce Development Agency ("LWDA") and PAGA Settlement Members are bound by this Judgment.
5. The Court finds that the Settlement constitutes a fair, adequate, and reasonable compromise of the State of California's and PAGA Settlement Members' claims for civil penalties under PAGA. The Settlement will avoid additional and potentially substantial litigation costs, as well as the delay and risks inherent in continued litigation and, after considering the monetary recovery for claimed civil penalties provided as part of the Settlement in light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured significant relief for State and PAGA Settlement Members by the Settlement.
6. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able

¹ The Court finds that it has Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve the Settlement Agreement.

² A copy of the Settlement Agreement between Plaintiff Joshua Covarrubias and Defendants Medtrans, Inc. and Ruzanna Avetisyan ("the Parties") is attached to the Declaration of Elliot J. Siegel in Support of Plaintiff's Motion as **Exhibit 1** and is made a part of this Order. All capitalized terms used in this order have the same meaning, force and effect as set forth in the Settlement Agreement.

1 to reasonably evaluate their respective positions in reaching the Settlement

2 7. The Court further finds that the Settlement is, in all respects, fair, adequate,
3 and reasonable, consistent and compliant with all applicable requirements of the California
4 Code of Civil Procedure, the California and United States Constitutions, including the Due
5 Process clauses, the California Rules of Court, and any other applicable law, and in the best
6 interests of each of the State and the PAGA Settlement Members.

7 8. The Court finds that Plaintiff's Counsel timely provided adequate notice of the
8 Settlement to the California Labor and Workforce Development Agency ("LWDA") in
9 accordance with California Labor Code § 2699(l)(2) and the LWDA did not take action in
10 response to that submission as of the date of this Order.

11 9. The Court finds and determines that the LWDA Payment is fair, reasonable,
12 and appropriate under PAGA's requirements. The Court hereby approves and orders the
13 LWDA Payment be made to the LWDA in accordance with the Settlement Agreement.

14 10. The Court finds and determines that the Individual PAGA Settlement Member
15 Payments to be paid to the PAGA Settlement Members as provided for by the Settlement as
16 their share of civil penalties in this case are fair and reasonable and consistent with PAGA's
17 requirements for allocation of penalties. The Court hereby approves and orders the payment
18 of those amounts to be made to the PAGA Settlement Members in accordance with the
19 Settlement Agreement.

20 11. The Court finds and determines that the estimated fees and expenses in
21 administering the Settlement Agreement by the Settlement Administrator in the amount of
22 \$_____ are fair and reasonable. The Court hereby approves and orders that the payment
23 of that amount to the Settlement Administrator from the Gross Settlement Amount in
24 accordance with the Settlement Agreement.

25 12. Pursuant to the terms of the Settlement Agreement, and the evidence and
26 arguments submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request
27 for attorneys' fees in the amount of one-third of the Gross Settlement Amount, or
28

1 \$_____, as fair, reasonable and appropriate.³ The Court hereby orders the Settlement
2 Administrator to make this payment to Plaintiff's Counsel from the Gross Settlement
3 Amount in accordance with the terms of the Settlement Agreement.

4 13. Pursuant to the terms of the Settlement Agreement, and the evidence and
5 arguments submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request
6 for reimbursement of actual and incurred litigation costs in the amount of \$_____. The
7 Court finds this amount to be fair and reasonable. The Court hereby orders the Settlement
8 Administrator to make this payment to Plaintiff's Counsel from the Gross Settlement
9 Amount in accordance with the terms of the Settlement Agreement.

10 14. Pursuant to the terms of the Settlement Agreement, and the evidence and
11 arguments submitted by Plaintiff's Counsel, the Court approves a service payment of
12 \$_____ to the Named Plaintiff and PAGA Representative, Joshua Covarrubias. The
13 Court finds this amount to be fair and reasonable. The Court hereby orders the Settlement
14 Administrator to make this payment to Plaintiff from the Gross Settlement Amount in
15 accordance with the terms of the Settlement Agreement.

16 15. Upon completion of administration of the Settlement as set forth below, the
17 PAGA Settlement Members and the State release Defendants Ruzanna Avetisyan and
18 Medtrans, Inc., and its former and present officers, directors, employees, shareholders,
19 members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and
20 agents, from claims for civil penalties under PAGA that were alleged, or reasonably could
21 have been alleged, based on the facts stated in the operative Complaint or PAGA Notice
22 during the period from May 23, 2023 through December 13, 2024.

23 16. The Settlement Agreement is not an admission by Defendants, nor is this
24 Order and Judgment a finding of validity as to any allegations by Plaintiff or of any Labor
25 Code violations or other wrongdoing by Defendants or any other Releasees. Neither this
26 Order and Judgement, the Settlement Agreement, or any other documents referred to

27 _____
28 ³ The Court further finds that the hours worked and hourly rates charged by Plaintiff's
Counsel in the lodestar cross-check to be fair and reasonable in light of their background,
experience, and quality of representation.

1 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or
2 may be used as, an admission of any violations, fault, wrongdoing, omission, or liability
3 whatsoever by or against Defendants or other Releasees.

4 17. Without affecting the finality of this Order or the Entry of Judgment in any
5 way, the Court retains jurisdiction of all matters relating to the interpretation,
6 administration, implementation, effectuation, and enforcement of this Order and the
7 Settlement.

8 18. Nothing in this order shall preclude any action to enforce the Parties'
9 obligations under the Settlement or under this Order, including the requirement that
10 Defendant fund the Gross Settlement Amount in accordance with the Settlement
11 Agreement. The Parties will bear their own costs and attorneys' fees except as otherwise
12 provided by this Court's Order and as provided for in the Settlement Agreement.

13 19. Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of
14 this order within ten (10) calendar days after the Court's entry of this Order.

15 20. Upon completion of administration of the Settlement, the Settlement
16 Administrator will provide written certification of such completion to the Court and counsel
17 for the Parties that shall be filed with the Court five (5) court days before the non-appearance
18 compliance hearing set for _____, 2025 at _____ [a.m./p.m.], in Department
19 9.

20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22
23 DATED: _____

24 _____
The Honorable Elaine Lu