

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Eduardo Jose Paiz and Shoghig Pililian (“Plaintiffs”) and Defendant Emanate Health (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Eduardo Jose Paiz, et al. v. Emanate Health*, Case No. 24STCV21209 initiated on August 20, 2024 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant within the State of California during the PAGA Period.
- 1.5. “Class” shall mean all current and former non-exempt employees who worked for Defendant within the State of California during the Class Period.
- 1.6. “Class Counsel” means William C. Sung, Tiffany L. Luu, and Joseph C. Ramli of Justice for Workers, P.C.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search

for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from July 21, 2023 through January 27, 2026 or the date of Preliminary Approval, whichever date is earlier, or such earlier date as Defendant may elect pursuant to Section 8.
- 1.13. “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action, and in consideration for their general release of their individual claims as set forth in Section 5.1.
- 1.15. “Complaint” means the complaint filed by Plaintiff Paiz on August 20, 2024.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendant” means Defendant Emanate Health.
- 1.18. “Defense Counsel” means Jeff Bosley, Monica Rodriguez, and Brenna Hull of the law firm Davis Wright Tremaine LLP.
- 1.19. “Effective Date” means either (a) the date sixty (60) calendar days after entry of the Final Judgment and Order Approving Settlement, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment and Order Approving Settlement is filed, the date sixty (60) calendar days after such reconsideration, appeal, or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review, or otherwise.
- 1.20. “Final Approval” or “Judgment” means the Final Judgment and Order Approving Settlement finally certifying the Settlement Class and approving the Settlement and this Agreement, as contemplated in Section 10 of this Agreement and the Final Judgment and Order Approving Settlement shall be substantially the same as the proposed order attached as **Exhibit B**.

- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22. “First Amended Complaint” means the amended complaint filed by Plaintiff Paiz on October 28, 2024.
- 1.23. “Gross Settlement Amount” means One Million Nine Hundred Thousand Dollars and Zero Cents (\$1,900,000.00) which is the maximum total amount Defendant agrees to pay under the Settlement, exclusive of Defendant’s share of Withholdings and Taxes (as defined below), for any and all purposes under this Agreement unless the Escalator Clause in section 8 is triggered and Defendant elects a later Class Period. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administrator’s Expenses. Under no circumstances shall Defendant pay any sum in excess of the Gross Settlement Amount in connection with the Settlement, except for Defendant’s share of Withholdings and Taxes arising from the Individual Class Payments or if the Escalator Clause in section 8 is triggered and Defendant elects the later Class Period.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee

worked for Defendant for at least one day during the PAGA Period.

- 1.31. “PAGA Period” means the period from August 20, 2023 through January 27, 2026 or the date of Preliminary Approval, whichever date is earlier.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notices” means Plaintiffs’ August 19, 2024, January 2, 2025, and December 9, 2025 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means One Hundred Thousand Dollars and Zero Cents (\$100,000.00) which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$35,000) and the 65% to LWDA (\$65,000.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” mean Eduardo Jose Paiz and Shoghig Pililian, the named Plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. “Released Parties” means Defendant and each of its former, present, or future parents, subsidiaries, affiliates, predecessors, successors, assigns; each of their respective present, past, or future directors, officers, employees, partners (both general and limited), shareholders, agents, owners, members, attorneys, insurers, or legal representatives; and any other individual or entity which could be liable for any of Released Class Claims or Released PAGA Claims.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the class settlement signed by the Class Member.
- 1.43. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class

Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail his or her Objection to the Settlement, or (c) fax, email, or mail a challenge to the number of Workweeks allocated to the Class Members in the Class Notice. Class Members to whom Notice Packets are remailed after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date the Response Deadline has expired.

- 1.44. “Second Amended Complaint” means the amended complaint filed by Plaintiffs on May 21, 2025.
- 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.46. “Withholdings and Taxes” means all withholdings from the Individual Class Payments as required by law plus all federal, state, and local employment payroll taxes due in regard to the wages portion of Individual Class Payments, owed by a Participating Class Member or by Defendant. Defendant shall provide the Settlement Administrator with an amount sufficient to cover Defendant’s share of Withholdings and Taxes arising from the Individual Class Payments, as computed by the Settlement Administrator in accordance with Section 4.3, below.
- 1.47. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On August 20, 2024, Plaintiff Paiz commenced this Action by filing a Class Action Complaint alleging causes of action against Defendant for (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7) Failure to Reimburse Necessary Business Expenses; and (8) Unfair Competition. On October 28, 2024, Plaintiff Paiz filed the First Amended Complaint adding the following cause of action: (9) Civil Penalties Under the California Private Attorneys General Act.
- 2.2. On February 3, 2025, Defendant filed an answer to the First Amended Complaint, generally denying all of the allegations contained in it and asserting a number of separate and additional defenses.
- 2.3. On May 21, 2025, Plaintiff Paiz filed the Second Amended Complaint adding Plaintiff Pililian as a second plaintiff.
- 2.4. On June 20, 2025, Defendant filed an answer to the Second Amended Complaint, generally denying all of the allegations contained in it and asserting a number of separate and additional defenses.

- 2.5. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.6. On October 28, 2025, the Parties participated in an all-day mediation presided over by Steve Pearl, Esq. which led to this Agreement to settle the Action.
- 2.7. Within three court days of the Parties' execution of this Agreement, Plaintiff will file in this Action, for settlement purposes only, a stipulation to file the Third Amended Complaint attached hereto as **Exhibit C** (the "Operative Complaint"). Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.8. Prior to mediation, Plaintiffs obtained, through informal discovery, Defendant's policies and procedures at issue and class time and payroll records for all putative class members. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.9. The Court has not granted class certification.
- 2.10. The Parties, Class Counsel and Defense Counsel represent that they are aware of the following other pending matter or action asserting claims that will be extinguished or affected by the Settlement: *Sandra Santana v. Emanate Health*, Los Angeles Superior Court Case No. 25STCV31872, filed October 30, 2025

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Million Nine Hundred Thousand Dollars and Zero Cents (\$1,900,000.00) and no more as the Gross Settlement Amount and to separately pay Defendant's share of Withholdings and Taxes. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$15,000.00 to each Class Representative, totaling \$30,000.00. Defendant will not oppose Plaintiffs' request for a Class

Representative Service Payments that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, this will not be grounds for Plaintiffs or Plaintiffs' Counsel to challenge or withdraw from the Settlement, and the amounts not awarded will be included in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2. To Class Counsel: Attorneys' fees of not more than One-Third (33 1/3%) of the Gross Settlement Amount which is currently estimated to be \$633,333.33 and reimbursement of litigation costs of up to \$30,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, this will not be grounds for Plaintiffs or Plaintiffs' Counsel to challenge or withdraw from the Settlement, and the amounts not awarded will be included in the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fee Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fee Payment and Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: The Administration Expenses Payment not to exceed \$28,500.00 except for a showing of good cause and as approved by the Court. Defendant will not oppose requests for these payments provided that they do not exceed this amount. To the extent the Administration Expenses Payment is less or the Court approves a payment of less than \$28,500.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 30% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 70% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 65% (\$65,000.00) allocated to the LWDA Payment and 35% (\$35,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$35,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved

3.2.5.2. Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.3. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of its records to date, it is estimated that there are 4,868 Class Members who collectively worked a total of 367,731 Workweeks, and 4,800 Aggrieved Employees who worked a total of 190,325 PAGA Pay Periods.

- 4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. Within twenty (20) business days from the date of Final Approval of the Settlement, the Administrator shall calculate and advise Defendant's Counsel of the amount of Defendant's share of Withholdings and Taxes as set forth in Section 1.46 of this Agreement.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount and Defendant's share of Withholdings and Taxes, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment.

Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check 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 Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds Defendant's share of Withholdings and Taxes, Plaintiffs, Participating Class Members, the State of California, and Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1 Plaintiffs' General Release. In addition to their release of the Released Parties from the Released Class Claims and Released PAGA Claims as set forth in Sections 5.2 and 5.3, Plaintiffs and Plaintiffs' respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, assigns, and all those who claim through them or who assert claims on their behalf, hereby expressly release and discharge Released Parties from all claims, demands, rights, liabilities, causes of action, transactions, or occurrences Plaintiffs have or have ever had against the Released Parties, whether for economic damages, noneconomic damages, exemplary damages, penalties, restitution, injunctive or declaratory relief, interest, attorneys' fees, costs, or any other forms of monetary or non-monetary relief in any way arising out of or relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act from the beginning of time to the date they sign this Agreement, including but not limited to any claims arising from or related to her employment with Defendant or the

termination of that employment (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

5.1.1 Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, demands, damages, penalties, and actions or causes of action of any kind arising before or during the Class Period and that were alleged in the Complaint, Amended Complaint, Second Amended Complaint, Operative Amended Complaint, or the PAGA Notices or could have been alleged against any of the Released Parties based on the facts alleged in Complaint, Amended Complaint, Second Amended Complaint, Operative Complaint, or the PAGA Notices, or based on any facts discovered in the course of the litigation and including claims under the California Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.6, 226.7, 246, 510, 511, 512, 516, 256, 558, 558.1, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and the applicable Wage Order(s) promulgated by the Industrial Welfare Commission (“IWC”), including (without limitation) IWC Wage Order 5-2001, Business and Professions Code section 17200 et seq., including (without limitation) section 17201, 17203, and 17208 thereof; and California Code of Civil Procedure sections 382, 1021.5, 3287, 3289 (“Released Class Claims”). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by the State of California and Aggrieved Employees: The State of California and all Aggrieved Employees 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 claims,

demands, damages, penalties, and actions or causes of action that are alleged in Plaintiffs' PAGA Notices, Complaint, Amended Complaint, Second Amended Complaint, Operative Complaint, or that could have been alleged based on the facts alleged in the PAGA Notices, Complaint, Amended Complaint, Second Amended Complaint, Operative Complaint for civil penalties under the PAGA, Labor Code section 2698, *et seq.*, based on alleged violations of Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.6, 226.7, 246, 510, 511, 512, 516, 256, 558, 558.1, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and the applicable Wage Order(s) promulgated by the Industrial Welfare Commission ("IWC"), including (without limitation) IWC Wage Order 5-2001, Business and Professions Code section 17200 *et seq.*, including (without limitation) section 17201, 17203, and 17208 thereof; and California Code of Civil Procedure sections 382, 1021.5, 3287, 3289 ("Released PAGA Claims"). The Released PAGA Claims are released by both Plaintiffs, as the representatives for the State of California, and the State of California, on behalf of themselves and their respective current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, as part of this Settlement. The Approval Order and Judgment will have the same effect under *Arias v. Superior Court* (2009) 46 Cal.4th 969 as if the Action had been litigated to a judgment covering all Aggrieved Employees. This means that, by operation of the Approval Order and Judgment, neither the State of California nor any of the Aggrieved Employees (including Plaintiffs) may pursue recovery of civil penalties from Defendant or any of the Released Parties for any of the Released PAGA Claims.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1 Defendant's Declaration in Support of Preliminary Approval. Within 21 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement which shall be substantially the same as the proposed order attached as **Exhibit B**; and (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting

the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class 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. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class 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 modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for Administration Expenses Payment. 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.

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included

in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion

upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment. Aggrieved Employees are unable to exclude themselves from the PAGA Settlement, even if they have excluded themselves from the Class Settlement and, thus, are Non-Participating Class Members.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void. Aggrieved Employees are unable to object to the PAGA Settlement, regardless of whether they are

Participating Class Members or Non-Participating Class Members.

- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which

Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and the full names of Class Members who opted out of the settlement, the high, low, and average Individual Class Payments, and the high, low, and average Individual PAGA Payments. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** Based on Defendant's records, it is estimated that, as of the date of mediation, (1) there are 4,868 Class Members and 367,731 total Workweeks during the Class Period and (2) there were 4,800 Aggrieved Employees who worked 190,325 PAGA Pay Periods during the PAGA Period. If the total Workweeks during the Class Period is 10% higher (404,505 or more Workweeks), then Defendant shall have the option to either: (1) de-escalate the settlement so that the Class Period ends on the date that the Workweeks count totals no more than 404,505 and the PAGA Period will end on the same date as the Class Period; or (2) permit the Gross Settlement Amount to be increased proportionally by the Workweeks in excess of 404,505 (the "Escalator Clause"). For example, if the number of Workweeks is 11% higher, the Gross Settlement Amount will increase by 1%. No later than 45 days after the end of the Class Period, Defendant shall verify the total number of Workweeks during the Class Period, and if the Escalator Clause is triggered, shall choose to either change the end date of the Class Period or increase the Gross Settlement Amount in accordance with the Escalator Clause such that there is a date certain on the Class Period for preliminary approval. Plaintiff agrees to not set the hearing date on the motion for preliminary approval until after Defendant has verified the total number of Workweeks during the Class Period.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,

Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses Payment incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 14 days within learning this information; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement 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.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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. The waiver of appeal does not include any waiver

of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses Payment reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Complaint, First Amended Complaint, Operative Complaint, or PAGA Notices have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Operative Complaint and Defendant's Answer thereto shall also be withdrawn and shall no longer have any force or effect and the Parties will be returned to their status quo ante positions, meaning without limitation that the Second Amended Complaint and Defendant's Answer thereto will once again become the operative complaint and answer in the Action. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, 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 the 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, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect, except that Defense counsel may initiate such communication to counsel in a related matter. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 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 oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class 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.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to

implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.7 No 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiffs, Class 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.
- 12.9 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 representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 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.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class 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 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

- 12.15 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.
- 12.16 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 business day thereafter.
- 12.17 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:

JUSTICE FOR WORKERS, P.C.

William C. Sung
Tiffany L. Luu
Joseph C. Ramli
3600 Wilshire Blvd., Ste. 1815
Los Angeles, CA 90010
T: (323) 922-2000
william@justiceforworkers.com
tluu@justiceforworkers.com
jramli@justiceforworkers.com

To Defendant:

DAVIS WRIGHT TREMAINE LLP

Monica A. Rodriguez
monicarodriguez@dwt.com
Vandana Kapur
vandanakapur@dwt.com
350 South Grand Avenue, 27th Floor
Los Angeles, CA 90071
Tel: 213.633.8604
Fax: 213.633.6899

DAVIS WRIGHT TREMAINE LLP

Jeff Bosley
jeffbosley@dwt.com
Brenna M. Hull
brennahull@dwt.com
50 California Street, 23rd Floor
San Francisco, California 94111
Tel: 416.276.6500

Fax: 415.276.6599

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email 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 signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

ACCEPTED AND AGREED:

Dated: January 9, 2026

Eduardo Jose Paiz

Plaintiffs Eduardo Jose Paiz

Dated: _____, 2026

Plaintiff Shoghig Pililian

Dated: _____, 2026

Defendant Emanate Health

Printed Name

Title

AGREED AS TO FORM AND CONTENT:

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email 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 signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

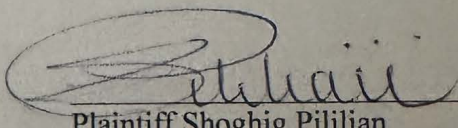
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ACCEPTED AND AGREED:

Dated: _____, 2026

Plaintiffs Eduardo Jose Paiz

Dated: 1/20/26, 2026



Plaintiff Shoghig Pililian

Dated: _____, 2026

Defendant Emanate Health

Printed Name

Title

AGREED AS TO FORM AND CONTENT:

Fax: 415.276.6599

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ACCEPTED AND AGREED:

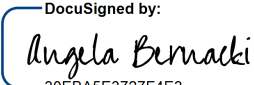
Dated: _____, 2026

Plaintiffs Eduardo Jose Paiz

Dated: _____, 2026

Plaintiff Shoghig Pililian

Dated: 1/14/2026
_____, 2026

DocuSigned by:

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Defendant Emanate Health

Angela Bernacki

Printed Name

Chief People Officer

Title

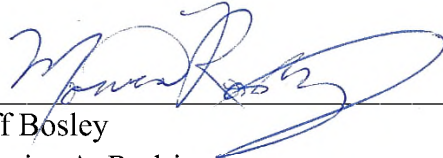
AGREED AS TO FORM AND CONTENT:

Dated: January 9, 2026



William C. Sung
Tiffany L. Luu
Joseph C. Ramli
JUSTICE FOR WORKERS P.C
Attorneys for Plaintiffs
Eduardo Jose Paiz and Shoghig Pililian

Dated: January 15, 2026



Jeff Bosley
Monica A. Rodriguez
Vandana Kapur
Brenna M. Hull
DAVIS WRIGHT TREMAINE LLP
Attorneys for Defendant Emanate Health

Exhibit A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Eduardo Jose Paiz and Shoghig Pililian v. Emanate Health, Case No. 24STCV21209

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Emanate Health (“Defendant”) for alleged wage and hour violations. The Action was filed by former employees Eduardo Jose Paiz and Shoghig Pililian (“Plaintiffs”) and seek payment of (1) back wages and other relief for a class of all current and former non-exempt employees who worked for Defendant within the State of California during the Class Period of July 21, 2023 through January 27, 2026 or the date of Preliminary Approval, whichever date is earlier (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt employees who worked for Defendant within the State of California during the PAGA Period of August 20, 2023 through January 27, 2026 or the date of Preliminary Approval, whichever date is earlier (“Aggrieved Employees”).

The proposed settlement has two main parts: (1) a class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$INSERT (less withholding) and your Individual PAGA Payment is estimated to be \$INSERT**. The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked INSERT Workweeks** during the Class Period, and **you worked INSERT PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the class settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement ("Released Claims").
You Can Opt-out of the class settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the class settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the class settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this

	Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant Emanate Health. The Action accuses Defendant of violating California labor laws by failing to pay minimum and overtime wages, failing to provide legally compliant meal and rest periods; failing to pay paid sick leave wages, failing to reimburse necessary business expenses; failing to pay wages due upon termination; failing to provide accurate itemized wage statements; and unfair competition. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: William C. Sung, Tiffany L. Luu, Joseph C. Ramli of Justice for Workers, P.C. ("Class Counsel")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort

to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy, written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$1,900,000.00 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than 74 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court-Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$633,333.33 (One-Third or 33 1/3% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$15,000.00 each, totaling \$30,000.00, to Plaintiffs as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class, and for their general release of their individual claims. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$28,500.00 to the Administrator for services administering the Settlement.
 - D. Up to \$100,000.00 for PAGA Penalties, allocated 65% to the LWDA Payment and

35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages (“Wage Portion”) and 70% to interests and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant has agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than **INSERT**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **INSERT** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the class settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant has agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, **Phoenix Settlement Administrators** (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the class settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA Penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, demands, damages, penalties, and actions or causes of action of any kind arising before or during the Class Period and that were alleged in the Complaint, Amended Complaint, Second Amended Complaint, Operative Amended Complaint, or the PAGA Notices or could have been alleged against any of the Released Parties based on the facts alleged in Complaint, Amended Complaint, Second Amended Complaint, Operative Complaint, or the PAGA Notices, or based on any facts discovered in the course of the litigation and including claims under the California Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.6, 226.7, 246, 510, 511, 512, 516, 256, 558, 558.1, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and the applicable Wage Order(s) promulgated by the Industrial Welfare Commission (“IWC”), including (without limitation) IWC Wage Order 5-2001, Business and Professions Code section 17200 et seq., including (without limitation) section 17201, 17203, and 17208 thereof; and California

Code of Civil Procedure sections 382, 1021.5, 3287, 3289 (“Released Class Claims”). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s Judgment is final, and Defendant has paid the Gross Settlement Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the class settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

The State of California and all Aggrieved Employees 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 claims, demands, damages, penalties, and actions or causes of action that are alleged in Plaintiffs’ PAGA Notices, Complaint, Amended Complaint, Second Amended Complaint, Operative Complaint, or that could have been alleged based on the facts alleged in the PAGA Notices, Complaint, Amended Complaint, Second Amended Complaint, Operative Complaint for civil penalties under the PAGA, Labor Code section 2698, *et seq.*, based on alleged violations of Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.6, 226.7, 246, 510, 511, 512, 516, 256, 558, 558.1, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and the applicable Wage Order(s) promulgated by the Industrial Welfare Commission (“IWC”), including (without limitation) IWC Wage Order 5-2001, Business and Professions Code section 17200 *et seq.*, including (without limitation) section 17201, 17203, and 17208 thereof; and California Code of Civil Procedure sections 382, 1021.5, 3287, 3289 (“Released PAGA Claims”). The Released PAGA Claims are released by both Plaintiffs, as the representatives for the State of California, and the State of California, on behalf of themselves and their respective current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, as part of this Settlement. The Approval Order and Judgment will have the same effect under *Arias v. Superior Court* (2009) 46 Cal.4th 969 as if the Action had been litigated to a judgment covering all Aggrieved Employees. This means that, by operation of the Approval Order and Judgment, neither the State of California nor any of the Aggrieved Employees (including Plaintiffs) may pursue recovery of civil penalties from

Defendant or any of the Released Parties for any of the Released PAGA Claims

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$35,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **INSERT** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the class settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Eduardo Jose Paiz v. Emanate Health*, Case No. 24STCV21209, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your request to be excluded by INSERT, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the **INSERT** Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Costs and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for Attorneys' Fees and Litigation Costs; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.INSERT.com or the Court's website <https://www.lacourt.ca.gov/home>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Litigation Costs, and Class Representative Service Payment may wish to object. **The deadline for sending written objections to the Administrator is INSERT.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Eduardo Jose Paiz v. Emanate Health*, Case No. 24STCV21209 and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing **INSERT** at **INSERT a.m./p.m.**

in Department 17 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://lacc.lacourt.org/>). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www._____.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at www._____.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.ca.gov/home>) and entering the Case Number for the Action, Case No. 24STCV21209. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles Superior Court.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

JUSTICE FOR WORKERS, P.C.

William C. Sung

Tiffany L. Luu

Joseph C. Ramli

3600 Wilshire Blvd., Ste. 1815

Los Angeles, CA 90010

T: (323) 922-2000

william@justiceforworkers.com

tluu@justiceforworkers.com

jramli@justiceforworkers.com

Administrator:

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA, 92863

Phone: (800) 523-5773

Email: info@phoenixclassaction.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit B

1 JUSTICE FOR WORKERS, P.C.
William C. Sung, SB# 280792
2 e-mail: william@justiceforworkers.Com
Tiffany L. Luu, SB# 335127
3 e-mail: tluu@Justiceforworkers.Com
9575 Bolsa Avenue
4 Westminster, Ca 92683
Tel: 323-922-2000
5 Fax: 323-922-2000

6 Attorneys for Attorneys for Plaintiffs EDUARDO JOSE
PAIZ and SHOGHIG PILLIAN
7
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES
11

12 EDUARDO JOSE PAIZ, an individual and on
behalf of all others similarly situated,,
13

14 Plaintiff,

15 vs.

16 EMANATE HEALTH, a California non-profit
corporation; and DOES 1 through 50,
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18 Defendant.
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Case No. 24STCV21209

Assigned to the Hon. Laura A. Seigle
Dept.: 17

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

E-Service Provider: Case Anywhere
Trial Date: Not Yet Set
Complaint Filed: August 20, 2024

1 This matter has come before the Honorable Laura A. Seigle in Department 17 of the
2 above-entitled Court on the Motion of Plaintiffs Eduardo Jose Paiz and Shoghig Pililian
3 (“Plaintiffs”) for [Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and
4 Expenses, and Service Payments] (“Motion for Final Approval”). Justice for Workers, P.C.
5 appeared on behalf of Plaintiffs, and Davis Wright Tremaine LLP appeared on behalf of
6 Defendant Emanate Health (“Defendant”).

7 On [the Preliminary Approval Date], the Court entered the Order Granting Preliminary
8 Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby
9 preliminarily approving the settlement of the above-entitled action in accordance with the Class
10 Action and PAGA Settlement Agreement (“Agreement,” filed on [DATE] and attached as Exhibit
11 1 to the declaration of attorney William C. Sung), which, together with the exhibits annexed
12 thereto, set forth the terms and conditions for the settlement of the Action.

13 Having reviewed the Agreement and duly considered the parties’ papers and oral
14 argument, and good cause appearing,

15 THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

16 1. All terms used herein shall have the same meaning as defined in the Agreement
17 and the Preliminary Approval Order.

18 2. This Court has jurisdiction over Plaintiffs, Defendant, and the claims of Plaintiffs,
19 the Class Members, the State of California, and the Aggrieved Employees asserted herein.

20 3. The Court finds that the applicable requirements of Code of Civil Procedure
21 section 382 and California Rules of Court, rule 3.769 et seq., have been satisfied with respect to
22 the Class, the Agreement, and the Settlement.

23 4. The Class consists of all current and former non-exempt employees who worked
24 for Defendant within the State of California during the Class Period, which is defined as the
25 period from July 21, 2023 through [DATE].

26 5. The Notice of Class Action Settlement that was provided to the Class Members
27 fully and accurately informed them of all material elements of the Settlement and of their right to
28 object to the Settlement, was the best notice practicable under the circumstances, was valid, due,

1 and sufficient notice to all Class Members, and complied fully with the laws of the State of
2 California, the United States Constitution, due process, and other applicable law. Distribution of
3 the Class Notice has been completed in conformity with the Preliminary Approval Order,
4 including individual notice to all Class Members who could be identified through reasonable
5 effort. The Class Notice provided due and adequate notice of the proceedings and of the matters
6 set forth in the Preliminary Approval Order, including the proposed Settlement as set forth in the
7 Agreement. The Class Notice also provided due and adequate notice to Class Members of their
8 right to exclude themselves from the Settlement, as well as their right to object to any aspect of
9 the proposed Settlement. A full opportunity has been afforded to the Class Members to
10 participate in the Final Approval Hearing, and all Class Members and other persons wishing to be
11 heard have been heard.

12 6. [The Court finds that the Class Members [NAME] timely and validly opted out of
13 the Class and, thus, will not be bound by this Final Approval Order and Judgment.] [Zero
14 individuals have opted out from the Settlement, and therefore 100% of the Class Members are
15 Participating Class Members.]

16 7. Pursuant to California law, the Court hereby grants final approval of the Settlement
17 and finds that it is fair, reasonable, and adequate and in the best interests of the Class as a whole.
18 The Court further finds that the Settlement was reached following meaningful discovery and
19 investigation conducted by Justice for Workers, P.C.; that the Settlement is the result of serious,
20 informed, adversarial, and arms-length negotiations between the parties; and that the terms of the
21 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
22 considered all of the evidence presented, including evidence regarding the strength of Plaintiffs'
23 claims; the risk, expense, and complexity of the claims presented; the likely duration of further
24 litigation; the amount offered in the Settlement; the extent of investigation and discovery
25 completed; and the experience and views of Class Counsel. The Court has further considered the
26 absence of objections to the Settlement submitted by Class Members. Additionally, the Court
27 finds that the terms of the Agreement had no obvious deficiencies and did not improperly grant
28 preferential treatment to any individual Class Member. Accordingly, the Court hereby directs that

1 the Settlement be affected in accordance with the Agreement and the following terms and
2 conditions.

3 8. Neither the Settlement nor any terms set forth in the Agreement are admissions by
4 Defendant, or any of the other Released Parties, of liability on any of the allegations alleged in the
5 Action, nor is this Final Approval Order a finding of the validity of any claims in the Action or of
6 any wrongdoing by Defendant or any of the other Released Parties.

7 9. The Court hereby enters Judgment by which Plaintiffs and Participating Class
8 Members shall be and hereby is conclusively determined to have given a release of all Released
9 Class Claims against all Released Parties, as set forth in the Agreement and Class Notice, and by
10 which the State of California and each and every Aggrieved Employee shall be and hereby are
11 conclusively determined to have given a release of all Released PAGA Claims against any and all
12 Released Parties, as set forth in the Agreement, as of the date Defendant fully funds the Gross
13 Settlement Amount and employer payroll taxes owed on the wage portion of the Individual Class
14 Payments.

15 10. The Court confirms William C. Sung, Tiffany L. Luu, and Joseph C. Ramli of
16 Justice for Workers, P.C. as Class Counsel and finds that Class Counsel has adequately
17 represented the Class for purposes of entering into and implementing the Settlement.

18 11. The Court finds the Gross Settlement Amount of One Million Nine Hundred
19 Thousand Dollars and Zero Cents (\$1,900,000.00) provided for under the Settlement to be fair
20 and reasonable.

21 12. The Court finds that the allocation of One Hundred Thousand Dollars and Zero
22 Cents (\$100,000.00) from the Gross Settlement Amount toward penalties under the Private
23 Attorneys General Act ("PAGA Settlement Amount") is fair, reasonable, and appropriate, and
24 hereby approved. The Settlement Administrator shall distribute the PAGA Settlement Amount as
25 follows: the amount of Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00) allocated to the
26 California Labor and Workforce Development Agency, and the amount of Thirty-Five Thousand
27 Dollars and Zero Cents (\$35,000.00) allocated to the Aggrieved Employees for their Individual
28 PAGA Payments to be made on a pro rata basis, according to the terms and methodology set forth

1 in the Agreement. Aggrieved Employees are defined as all current and former non-exempt
2 employees who worked for Defendant within the State of California during the PAGA Period,
3 which is from August 20, 2023 to [DATE].

4 13. The Court finds that payment of Settlement Administration Costs in the amount of
5 \$[AMOUNT] is appropriate for the services performed and costs incurred and to be incurred for
6 the notice and settlement administration process. It is hereby ordered that the Settlement
7 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the
8 amount of its actual costs not to exceed \$[AMOUNT], in accordance with the terms and
9 methodology set forth in the Agreement.

10 14. The Court finds that the Class Representative Service Payments sought are fair and
11 reasonable for the work performed by Plaintiffs as class and PAGA representatives and in
12 exchange for Plaintiffs' general releases of claims. It is hereby ordered that the Settlement
13 Administrator issue payments in the amounts of \$15,000.00 each to Plaintiffs Eduardo Jose Paiz
14 and Shoghig Pililian for their respective Class Representative Service Payments according to the
15 terms and methodology set forth in the Agreement.

16 15. The Court finds that the request for attorneys' fees in the amount of [\$AMOUNT]
17 to Class Counsel falls within the range of reasonableness and that the results achieved justify the
18 award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and
19 appropriate and are hereby approved. It is hereby ordered that the Settlement Administrator issue
20 payment in the amounts set forth above to Class Counsel for attorneys' fees in accordance with
21 the terms and methodology set forth in the Agreement.

22 16. The Court finds that reimbursement of litigation costs and expenses in the amount
23 of [\$AMOUNT] to Class Counsel is reasonable and is hereby approved. It is hereby ordered that
24 the Settlement Administrator issue payment in the amounts set forth above to Class Counsel for
25 reimbursement of litigation costs and expenses in accordance with the terms and methodology set
26 forth in the Agreement.

27 17. The Net Settlement Amount available for distribution to the Participating Class
28 Members is approximately [\$AMOUNT]. The Court finds the settlement payments from the Net

1 Settlement Amount provided for under the Agreement to be fair and reasonable. Accordingly, the
2 Court approves and orders the calculations and the payments to be made and administered to the
3 Participating Class Members in accordance with the terms of the Agreement. The settlement
4 payments authorized by this paragraph shall be made in accordance with the terms of the
5 Agreement. It is also ordered that, 180 days after the date of distribution of the Individual Class
6 Payments and Individual PAGA Payments to Class Members, all funds from any uncashed checks
7 remaining in the Net Settlement Amount shall be transmitted to the California Controller's
8 Unclaimed Property Fund in the name of the Class Member, to be held pursuant to the Unclaimed
9 Property Law, California Civil Code § 1500 et seq., for the benefit of those Class Members who
10 did not cash their checks until such time that they claim their property.

11 18. The Court shall examine the final accounting at a Compliance Hearing set on
12 _____.

13 19. Defendant shall not be required to pay any additional amounts in connection with
14 the Settlement other than those amounts specifically set forth in the Agreement.

15 20. Without affecting the finality of the Settlement, this Final Approval Order, or Final
16 Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and
17 continuing jurisdiction over the above-captioned action and the parties, including all Participating
18 Class Members, relating to the Action, and the administration, consummation, enforcement, and
19 interpretation of the Agreement, this Final Approval Order, and for any other necessary purpose.

20 21. Neither this Final Approval Order nor the Agreement (nor any other document
21 referred to in this Final Approval Order, nor any action taken to carry out this Final Approval
22 Order) is, may be construed as, or may be used as, an admission or concession by or against
23 Defendant or the Released Parties of the validity of any claim or any actual or potential fault,
24 wrongdoing, or liability. Entering into or carrying out the Agreement, and any negotiations or
25 proceedings related to it, shall not be construed as, or deemed evidence of, an admission or
26 concession as to Defendant's denials or defenses and shall not be offered or received in evidence
27 in any action or proceeding against any party in any court, administrative agency, or other tribunal
28 for any purpose whatsoever, except as evidence of the Settlement or to enforce the provisions of

1 this Final Approval Order and the Agreement; provided, however, that this Final Approval Order
2 and the Agreement may be filed in any action by Defendant or the Released Parties to support a
3 defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or
4 reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar
5 defense.

6 22. This Final Approval Order shall constitute the final judgment.

7
8 DATED: January 9, 2026

9 By: _____
10 Honorable Laura A. Seigle
11 Judge of the Superior Court
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Exhibit C

1 **JUSTICE FOR WORKERS, P.C.**

William C. Sung, SB# 280792

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6 Attorneys for Plaintiffs EDUARDO JOSE PAIZ
and SHOGHIG PILILIAN

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 EDUARDO JOSE PAIZ and SHOGHIG
11 PILILIAN, individuals and on behalf of all
12 others similarly situated;

13 Plaintiffs,

14 vs.

15 EMANATE HEALTH, a California non-profit
16 corporation; and DOES 1 through 50,

17 Defendants.

Case No.: 24STCV21209

**THIRD AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- (2) **OVERTIME WAGE VIOLATIONS**
(LABOR CODE §§ 204, 510, 511,
1194, 1198);
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, 558);
- (5) **WAGE STATEMENT PENALTIES**
(LABOR CODE § 226);
- (6) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (7) **FAILURE TO REIMBURSE**
NECESSARY BUSINESS EXPENSES
(LABOR CODE § 2802);
- (8) **UNFAIR COMPETITION (BUS &**
PROF CODE §§ 17200, *et seq.*); and
- (9) **CIVIL PENALTIES UNDER THE**
CALIFORNIA PRIVATE

**ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

Plaintiffs EDUARDO JOSE PAIZ and SHOGHIG PILILIAN (“Plaintiffs”), on behalf of themselves and all others similarly situated, hereby brings this Second Amended Class and Representative Action Complaint (“Complaint”) against Defendants EMANATE HEALTH, a California non-profit corporation, and DOES 1 to 50 (collectively “Defendants”), and on information and belief allege as follows:

JURISDICTION AND VENUE

1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring this Complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 511, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order 5-2001 (“Wage Order 5”), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including Los Angeles County, and some of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore, Plaintiffs were employed by Defendants within Los Angeles County.

PARTIES

3. Plaintiffs are, and at all times relevant herein were, individuals over the age of eighteen (18) and are California residents. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt employees. Plaintiffs were, and are, victims of Defendants’ policies, practices, and/or customs complained of herein and have been deprived of the rights guaranteed by Business and Professions

Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 511, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Wage Order 5.

4. Plaintiffs are informed and believe, and based thereon allege, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants engaged in, and continue to engage in, business, and employed Plaintiffs were and other, similarly-situated non-exempt employees within Los Angeles County, and the State of California and, therefore, were (and are) doing business in Los Angeles County and the State of California.

5. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed, and believe, and based thereon allege, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each of the other defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

7. Plaintiffs are informed and believe, and based thereon allege, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

1 8. At all times herein mentioned, Defendants, and each of them, were members of, and
2 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
3 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

4 9. At all times herein mentioned, the acts and omissions of various Defendants, and
5 each of them, concurred and contributed to the various acts and omissions of each and all of the
6 other Defendants in proximately causing the injuries and damages as herein alleged.

7 **FACTUAL ALLEGATIONS**

8 10. Defendants own and operate healthcare centers and hospitals in Los Angeles County,
9 California. Defendants employed Plaintiff Paiz as an hourly-paid, non-exempt employee from
10 approximately November 2020 to approximately May 30, 2024 as a medical assistant at the
11 Emanate Medical Plaza in Covina, California. Defendants employed Plaintiff Pililian as an hourly-
12 paid, non-exempt employee from approximately 2006 to approximately October 9, 2024 as a nurse
13 supervisor at the Foothill Presbyterian Hospital in Glendora, California.

14 11. Throughout Plaintiffs' employment with Defendants, Defendants' timekeeping
15 and/or payroll policies and practices resulted in Plaintiffs and other non-exempt employees not
16 being compensated for all hours actually worked. Plaintiffs and other non-exempt employees
17 regularly worked more than eight hours in a workday or 40 hours in a workweek. Upon information
18 and belief, Defendants required Plaintiffs and other non-exempt employees to perform work before
19 their scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks, and
20 failed to compensate employees for this time. Upon information and belief, Defendants also failed
21 to incorporate multiple rates of pay and/or all non-discretionary remuneration into the regular rate
22 of pay. As a result, Plaintiffs and other non-exempt employees were not compensated for all earned
23 minimum and overtime wages.

24 12. Defendants failed to provide Plaintiffs and other non-exempt employees with all
25 legally compliant meal periods due to Defendants' meal period policies/practices, which have
26 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
27 and/or missed meal periods. Upon information and belief, Plaintiffs and other non-exempt
28

1 employees were not able to take their legally compliant meal breaks due to work demands imposed
2 by Defendants. Upon information and belief, Defendants do not keep accurate records of Plaintiffs'
3 and other non-exempt employees' hours worked, including accurate time records showing when
4 employees take their meal periods. On those occasions when Plaintiffs and other non-exempt
5 employees were not provided with all legally compliant meal periods to which they were entitled,
6 Defendants failed to compensate Plaintiffs and other non-exempt employees with the required meal
7 period premium(s) for each workday there was a meal period violation as mandated by Labor Code
8 § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of
9 meal period premium payments as required by Labor Code § 226.7 in the event that a legally
10 compliant meal period was not provided to their non-exempt employees.

11 13. Plaintiffs and other non-exempt employees were not authorized and permitted to take
12 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
13 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
14 thereof. Plaintiffs and other non-exempt employees were not able to take their legally compliant rest
15 breaks due to work demands imposed by Defendants. Additionally, although Plaintiffs and other
16 non-exempt employees occasionally worked shifts in excess of 10 hours, Plaintiffs and other non-
17 exempt employees were not authorized and permitted a third rest period during shifts in excess of
18 10 hours. On those occasions when Plaintiffs and other non-exempt employees were not authorized
19 and permitted to take all legally compliant rest periods to which they were entitled, Defendants
20 failed to compensate them with the required rest period premium(s) for each workday there was a
21 rest period violation as mandated by Labor Code § 226.7. Upon information and belief, Defendants
22 maintained no mechanism for the payment of rest period premium payments as required by Labor
23 Code § 226.7, in the event that a legally compliant rest period was not authorized and permitted to
24 their non-exempt employees.

25 14. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
26 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration into the paid
27 sick leave pay rate.
28

15. As a result of Defendants' failure to pay all minimum and overtime wages, failure to pay sick leave wages, failure to pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs and other non-exempt employees. As a further result of Defendants' failure to pay all minimum and overtime wages, sick leave wages, and meal and rest period premium wages, Defendants failed to timely pay all final wages to Plaintiffs and other former non-exempt employees upon their separation of employment from Defendants.

16. Additionally, Defendants required Plaintiffs and other non-exempt employees to use of their personal cellphones to receive work-related calls and text messages from their supervisors. Despite requiring employees to incur these necessary business expenses, Defendants failed to reimburse Plaintiffs and other non-exempt employees for the cost of these expenses.

CLASS ACTION ALLEGATIONS

17. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to § 382 of the California Code of Civil Procedure:

- a. Minimum Wage Class: All current and former non-exempt employees of Defendants in the State of California who were subject to Defendants' timekeeping and payroll policies and/or practices, from July 21, 2023 through the present.
- b. Overtime Class: All current and former non-exempt employees of Defendants in the State of California who worked more than eight hours per day and/or 40 hours per week and were subject to Defendants' timekeeping policies and/or practices, from July 21, 2023 through the present.
- c. Meal Period Class: All current and former non-exempt employees of Defendants in the State of California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, from July 21, 2023 through the present.
- d. Rest Period Class: All current and former non-exempt employees of Defendants in the State of California who worked at least one shift of 3.5 or more hours, from July

21, 2023 through the present.

- e. Wage Statement Class: All current and former non-exempt employees of Defendants in the State of California who received a wage statement, during the one year immediately preceding the filing of this action through the present.
- f. Waiting Time Penalty Class: All of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class from July 21, 2023 through the present.
- g. Expense Reimbursement Class: All current and former non-exempt employees of Defendants in the State of California who were not reimbursed for all necessary business expenses, during the four years immediately preceding the filing of this action through the present.

18. **Numerosity/Ascertainability**: The members of the Classes are so numerous that joinder of all members would be impractical, if not impossible. The membership of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number greater than 50 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records, including payroll records.

19. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest**: There are predominant common questions of law and fact as to Plaintiffs and members of the Classes, which predominate over questions affecting only individual members including, without limitation to:

- a. Whether Defendants properly paid all overtime wages to members of the Overtime Class;
- b. Whether Defendants paid at least the minimum wage for all hours worked to members of the Minimum Wage Class;
- c. Whether Defendants provided all legally compliant meal periods or paid meal period premium wages due to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

- 1 d. Whether Defendants authorized and permitted all legally compliant rest periods or
2 paid all rest period premium wages due to members of the Rest Period Class
3 pursuant to Labor Code §§ 226.7 and 516;
- 4 e. Whether Defendants furnished legally compliant wage statements to members of the
5 Wage Statement Class pursuant to Labor Code § 226;
- 6 f. Whether Defendants reimbursed members of the Expense Reimbursement Class for
7 all necessary business expenses pursuant to Labor Code § 2802; and
- 8 g. Whether Defendants timely paid all final wages to members of the Waiting Time
9 Class at the time of their separation of employment pursuant to Labor Code §§ 201
10 and 202.

11 These common questions of law and fact set forth above are numerous and substantial and
12 stem from Defendants' policies and/or practices applicable to each individual class member. As
13 such, the common questions predominate over individual questions concerning each individual
14 class member's showing as to their eligibility for recovery or as to the amount of their damages.

15 20. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because
16 Plaintiffs were employed by Defendants as a non-exempt employee in California during the
17 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
18 herein, Plaintiffs, like the members of the Classes, was not paid all minimum and overtime wages
19 owed due to Defendants' timekeeping and payroll policies/practices, was not provided all required
20 meal periods, was not authorized and permitted all rest periods, did not receive premium pay for
21 non-compliant meal and rest periods, was not paid all final wages upon separation of employment,
22 was not provided with accurate, compliant, itemized wage statements, and was not reimbursed for
23 all necessary business expenses.

24 21. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary
25 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
26 Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of the
27 Classes and Plaintiffs. Plaintiffs' attorneys have litigated numerous wage-and-hour class actions in
28

1 state and federal courts in the past and are committed to vigorously prosecuting this action on behalf
2 of the members of the Classes.

3 22. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
4 public interest in establishing minimum working conditions and standards in California. These laws
5 and labor standards protect the average working employee from exploitation by employers who
6 have the responsibility to follow the laws and who may seek to take advantage of superior economic
7 and bargaining power in setting onerous terms and conditions of employment. The nature of this
8 action and the format of laws available to Plaintiffs and members of the Classes make the class
9 action format a particularly efficient and appropriate procedure to redress the violations alleged
10 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
11 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
12 resources of each individual plaintiff with their vastly superior financial and legal resources.

13 23. Moreover, requiring each member of the Class(es) to pursue an individual remedy
14 would also discourage the assertion of lawful claims by employees who would be disinclined to file
15 an action against their former and/or current employer for real and justifiable fear of retaliation and
16 permanent damages to their careers at subsequent employment. The claims of the individual
17 members of the Class are not sufficiently large to warrant vigorous individual prosecution
18 considering all of the concomitant costs and expenses attending hereto.

19 24. Furthermore, the prosecution of separate actions by the individual class members,
20 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
21 with respect to the individual class members against Defendants herein; and which would establish
22 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
23 respect to individual class members which would, as a practical matter, be dispositive of the interest
24 of the other class members not parties to adjudications or which would substantially impair or
25 impede the ability of the class members to protect their interests. As such, the Classes identified
26 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(Against All Defendants)

25. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

26. Labor Code §§ 1182.12, 1197, and Wage Order 5, § 4 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state or local law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its pay practices to the requirements of the law by failing to pay Plaintiffs and members of the Minimum Wage Class for all hours worked, including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and Wage Order 5.

27. Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

28. As a consequence of Defendants' non-payment of minimum wages, Plaintiffs and members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

SECOND CAUSE OF ACTION
OVERTIME WAGE VIOLATIONS
(Against All Defendants)

29. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

30. This cause of action is brought pursuant to Labor Code §§ 204, 510, 511, 1194, 1198, and Wage Order 5, § 3, which provide that non-exempt employees are entitled to all overtime wages and compensation for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

31. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime hours worked pursuant to Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay for overtime and double time hours work. Defendants caused Plaintiffs and members of the Overtime Class to work overtime hours but failed to compensate these employees for all overtime hours actually worked.

32. As a consequence of Defendants' non-payment of overtime wages, Plaintiffs and members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 204, 210, 216, 218.6, 510, 511, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(Against All Defendants)

33. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

34. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed

1 in their affirmative obligation to provide all of their non-exempt employees in California, including
2 Plaintiffs and members of the Meal Period Class, with all legally compliant meal periods in
3 accordance with the mandates of the Labor Code and Wage Order 5, § 11.

4 35. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
5 Plaintiffs and members of the Meal Period Class at their respective regular rates of compensation, in
6 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

7 36. As a consequence of Defendants' unlawful meal period practices, Plaintiffs and
8 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
9 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
10 §§ 226.7, 512, 558, Wage Order 5, and Civil Code §§ 3287 and 3289.

11 **FOURTH CAUSE OF ACTION**

12 **REST PERIOD VIOLATIONS**

13 **(Against All Defendants)**

14 37. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
15 fully set forth herein.

16 38. Labor Code §§ 226.7, 516, 558, and Wage Order 5, § 12 and establish the right of
17 employees to be provided with a rest period of at least 10 minutes for each four-hour period
18 worked, or major fraction thereof. Plaintiffs are informed and believe, and based thereon allege, that
19 despite Defendants' failure to authorize and permit Plaintiffs and members of the Rest Period Class
20 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals
21 an additional hour of pay at their respective regular rate for the rest periods that they failed to
22 authorize and permit them to take, as required by Labor Code § 226.7.

23 39. As a consequence of Defendants' unlawful rest period practices, Plaintiffs and
24 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
25 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
26 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 5, and Civil Code §§
27 3287 and 3289.

FIFTH CAUSE OF ACTION
WAGE STATEMENT PENALTIES
(Against All Defendants)

40. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

41. Plaintiffs are informed and believe, and based thereon allege, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs and members of the Wage Statement Class with accurate and complete, itemized wage statements that included, among other requirements, all hours worked, total gross wages earned, all rates of pay and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay period, and/or the correct name and address of the legal entity that is the employer in violation of Labor Code § 226.

42. Defendants' failure to furnish Plaintiffs and members of the Wage Statement Class with accurate and complete, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of minimum and overtime wages and meal and rest period premium wages owed and deprived them of the information necessary to identify the discrepancies in Defendants' reported payroll data.

43. As a consequence of Defendants' unlawful wage statement practices, Plaintiffs and members of the Wage Statement Class seek damages and/or statutory penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(Against All Defendants)

44. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

45. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the

1 employer discharges the employee or the employee provides at least 72 hours of notice of their
2 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
3 said employee's wages become due and payable not later than 72 hours upon said employee's last
4 date of employment.

5 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
6 to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them at their
7 separation from employment, including unpaid minimum and overtime wages as well as unpaid
8 meal and rest period premium wages.

9 47. Furthermore, Plaintiffs are informed and believe, and based thereon allege, that as a
10 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members of
11 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
12 the requirements of Labor Code §§ 201-202.

13 48. Defendants' failure to pay all final wages was willful within the meaning of Labor
14 Code § 203. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting
15 Time Class their earned wages upon separation from employment results in continued payment of
16 daily wages up to thirty days from the time the wages were due.

17 49. As a consequence of Defendants' unlawful practices, Plaintiffs and members of the
18 Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code §
19 203.

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

22 **(Against All Defendants)**

23 50. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
24 fully set forth herein.

25 51. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
26 states that "an employer shall indemnify his or her employees for all necessary expenditures or
27 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
28

1 or obedience to the directions of the employer.”

2 52. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiffs and
3 members of the Expense Reimbursement Class all necessary business expenses they incurred in the
4 performance of their job duties.

5 53. As a consequence of Defendants’ unlawful practices, Plaintiffs and members of the
6 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable
7 attorneys’ fees, and costs of suit pursuant to Labor Code § 2802.

8 **EIGHTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

10 **(Against All Defendants)**

11 54. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
12 fully set forth herein.

13 55. Defendants have engaged and continue to engage in unfair and/or unlawful business
14 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 15 a. failing to pay Plaintiffs and members of the Minimum Wage Class all minimum
16 wages due;
- 17 b. failing to pay Plaintiffs and members of the Overtime Class all overtime wages due;
- 18 c. failing to provide Plaintiffs and members of the Meal Period Class with all meal
19 periods to which they are entitled, and failing to pay them all meal period premium
20 wages due;
- 21 d. failing to authorize and permit Plaintiffs and members of the Rest Period Class all
22 rest periods to which they are entitled, and failing to pay them all rest period
23 premium wages due;
- 24 e. failing to issue accurate and itemized wage statements to Plaintiffs and members of
25 the Wage Statement Class;
- 26 f. failing to timely pay all final wages to Plaintiffs and members of the Waiting Time
27 Penalty Class; and
28

1 g. failing to reimburse all necessary business expenses to Plaintiffs and members of the
2 Expense Reimbursement Class.

3 56. Defendants' utilization of these unfair and/or unlawful business practices deprived
4 Plaintiffs and continues to deprive members of the Classes of compensation to which they are
5 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
6 over Defendants' competitors who have been and/or are currently employing workers and
7 attempting to do so in honest compliance with applicable wage and hour laws.

8 57. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged
9 herein, Plaintiffs for themselves and on behalf of the members of the Classes, seeks full restitution
10 of monies, as necessary and according to proof, to restore any and all monies withheld, acquired
11 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

12 58. The acts complained of herein occurred within the last four years immediately
13 preceding the filing of the Complaint in this action.

14 **NINTH CAUSE OF ACTION**

15 **PRIVATE ATTORNEYS GENERAL ACT**

16 **(Against All Defendants)**

17 59. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
18 fully set forth herein.

19 60. Plaintiffs, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et*
20 *seq.*, acting on behalf of themselves and other aggrieved employees (collectively, "Aggrieved
21 Employees"), brings this representative action against Defendants to recover the civil penalties due
22 to Plaintiffs and other Aggrieved Employees, and the State of California according to proof
23 pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for
24 each initial violation for each failure to pay each employee and \$200 for each subsequent violation
25 or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to
26 pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial
27 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per
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1 pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to
2 Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for
3 each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5)
4 pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former
5 employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial
6 violation and \$200 for each subsequent violation per employee per pay period for those violations
7 of the Labor Code for which no civil penalty is specifically provided, based on the following Labor
8 Code violations:

- 9 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
10 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 11 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
12 of Labor Code §§ 204, 510, 511, 558, 1194, and 1198;
- 13 c. Failing to provide all legally required meal periods, and failure to pay meal period
14 premium wages, to Aggrieved Employees at the regular rate of compensation in
15 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 16 d. Failing to authorize and permit all legally required rest periods, and failure to pay
17 rest period premium wages, to Aggrieved Employees at the regular rate of
18 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 19 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
20 statements in violation of Labor Code § 226;
- 21 f. Failing to timely pay all final wages and compensation earned by Aggrieved
22 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 23 g. Failure to reimburse Aggrieved Employees for all necessary business expenses in
24 violation of Labor Code § 2802;
- 25 h. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
26 Code § 246;
- 27 i. Failing to pay Aggrieved Employees all earned wages at least twice during each
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1 calendar month in violation of Labor Code § 204; and
2 j. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
3 of Labor Code §§ 1174 and 1198.

4 61. On or about August 19, 2024, January 2, 2025, and December 9, 2025, Plaintiff Paiz
5 and/or Plaintiff Pililian notified Defendants via certified mail, and notified the California Labor and
6 Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor
7 Code and Plaintiff Paiz’s intent to bring a claim for civil penalties under Labor Code §§ 2698, *et*
8 *seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that
9 33 days and 65 days have passed from Plaintiffs’ notifying Defendants and the LWDA of these
10 violations, Defendants have not cured any curable violations, and the LWDA has not provided
11 notice that it intends to investigate the violations, Plaintiffs have exhausted administrative
12 requirements for bringing a claim under the Private Attorneys General Act with respect to these
13 violations.

14 62. Plaintiffs have incurred attorneys’ fees and costs, which Plaintiffs are entitled to
15 receive under California Labor Code § 2699(g).

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose
18 behalf this suit is brought against Defendants, as follows:

- 19 1. For an order certifying the proposed Classes;
- 20 2. For an order appointing Plaintiffs as representative of the Classes;
- 21 3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
- 22 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
23 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
24 1197;
- 25 5. Upon the Second Cause of Action, for payment of overtime wages and penalties
26 according to proof pursuant to Labor Code §§ 204, 510, 511, 558, 1194, and 1198;
- 27 6. Upon the Third Cause of Action, for meal period premium wages according to proof
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1 pursuant to Labor Code §§ 226.7, 512, and 558;

2 7. Upon the Fourth Cause of Action, for rest period premium wages according to proof
3 pursuant to Labor Code §§ 226.7, 516, and 558;

4 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
5 226;

6 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
7 203;

8 10. Upon the Seventh Cause of Action, for unreimbursed business expenses according to
9 proof pursuant to Labor Code § 2802;

10 11. Upon the Eighth Cause of Action, for restitution to Plaintiffs and members of the
11 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
12 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
13 *seq.*;

14 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiffs, other Aggrieved
15 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
16 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
17 pay each employee and \$200 for each subsequent violation or willful or intentional violation
18 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
19 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
20 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
21 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
22 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
23 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
24 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
25 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
26 subsequent violation per employee per pay period for those violations of the Labor Code for which
27 no civil penalty is specifically provided;

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1 13. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
2 and Civil Code §§ 3287 and 3289;

3 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
4 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

5 15. For such other and further relief, the Court may deem just and proper.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiffs hereby demand a trial by jury on all claims.

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9 DATED: January 9, 2026

JUSTICE FOR WORKERS, P.C.

10
11 By: 

12 William C. Sung

13 Tiffany L. Luu

14 Attorneys for Plaintiffs EDUARDO JOSE PAIZ

15 and SHOGHIG PILILIAN
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