JUSTICE FOR WORKERS, P.C.
William C. Sung SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu SB# 335127
E-Mail: tluu@justiceforworkers.com
Joseph C. Ramli SB# 339491
E-Mail: jramli@justiceforworkers.com
9575 Bolsa Avenue
Westminster, CA 92683
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiffs EDUARDO JOSE PAIZ and SHOGHIG PILILIAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiffs,

vs.

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

Defendants.

Case No.: 24STCV21209

[Assigned for All Purposes to: Hon. Laura A. Seigle, Dept. 17]

DECLARATION OF WILLIAM C. SUNG IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEY'S FEES AND COSTS, AND SERVICE PAYMENTS

(Filed concurrently with Motion for Final Approval; Supporting Declarations; and [Proposed] Judgment and Order)

DATE: October 30, 2026
TIME: 9:00 a.m.
DEPT: 17

Action Filed: August 20, 2024
Trial Date: Not Set

I, William C. Sung, hereby declare as follows:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers, P.C., counsel of record for Plaintiffs in this action. I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto.

2. Enclosed as **Exhibit 1** is a true and correct copy of the Amended Class Action and PAGA Settlement Agreement (the "Agreement"). Enclosed as **Exhibit 2** is a true and correct copy of the Court's Order Granting Preliminary Approval of Class Action and PAGA Settlement.

THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE

3. The Parties began formal discovery prior to agreeing to mediate, pause formal discovery, and engage in informal discovery. Defendant served written discovery on Plaintiff Paiz, and Plaintiff Paiz responded to said discovery. Defendant also served Plaintiff Paiz with a Notice of Deposition and Request for Production of Documents, and Plaintiff Paiz served pre-certification written discovery, along with a draft Belaire West notice, on Defendant.

4. In connection with mediation, the Parties engaged in extensive informal discovery. Defendant produced (1) class and PAGA demographic information, including the number of workweeks during the Class Period and pay periods during the PAGA Period; (2) time and payroll records of all Class Members (not a sampling); (3) Defendant's relevant policy documents; and (4) Plaintiffs' personnel records.

5. In preparation for mediation, Class Counsel engaged an expert data scientist with prior wage and hour class action litigation experience to conduct a comprehensive analysis and extrapolation of the payroll and timekeeping data produced by Defendant to create a detailed exposure analysis for all claims at issue. This discovery and analysis allowed the Parties to assess the merits and value of Plaintiffs' claims, the chances of certification of Plaintiffs' claims, and Defendant's potential defenses.

6. On October 28, 2025, the Parties participated in a full-day mediation with Steven Pearl, Esq. a well-respected wage and hour class action mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs' claims, and the legal basis for the claims and defenses. The Parties reached a tentative class and PAGA settlement at the

mediation.

7. As discussed in detail in Plaintiffs' Motion for Preliminary Approval, Class Counsel estimated that the potential realistic recovery for the Class would be approximately $3,229,363.79. The proposed Settlement of the original Gross Settlement Amount of $1,900,000.00 represented approximately 58.84% of the reasonably forecasted recovery for the Class. Final approval is appropriate since the Settlement will provide significant monetary relief to the Class, which is consistent with what Class Counsel believe could have been recovered had the case proceeded through trial.

ATTORNEY QUALIFICATIONS

8. My qualifications are as follow: I received my J.D. from the University of Southern California Gould School of Law in 2011. During law school, I served as the Senior Content Editor on the Southern California Law Review where I published the article: *Taking the Fight Back to Title VII: A Case for Redefining "Because of Sex" to Include Gender Stereotypes, Sexual Orientation, and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel of JM Eagle; and participated in the law school's Employer Legal Advice Clinic.

9. After passing the California Bar in December 2011, I began practicing management-side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP. In 2013, I began focusing my practice at Lewis Brisbois on representing employers in wage and hour class and PAGA action lawsuits. In January 2017, I was elevated to the position of Partner and Vice Chair of Lewis Brisbois' Wage & Hour Class Action Practice Group. In November 2020, I was elevated as the Co-Chair of Lewis Brisbois Wage & Hour Class Action Practice Group, becoming one of the youngest attorneys to chair a practice group at the firm. In January 2022, I was voted in as an equity partner, becoming one of the youngest equity partners and the third Asian-American equity partner in the history of this 1,500-attorney firm. During my tenure as a wage and hour class action defense attorney, I represented employers in over 80 wage and hour class and/or PAGA action lawsuits.

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10. In July 2023, I joined Justice For Workers, P.C. ("JFW") and began heading its Complex Litigation Practice Group where I focus my practice on representing employees in wage and hour class and PAGA action lawsuits. In my current practice at JFW, I serve as the lead plaintiff's counsel on over 100 pending class and/or PAGA actions. In addition to this matter, my team and I have resolved over 70 other class and/or PAGA actions at mediation. The following are cases in which I have received final approval of class action settlement and I was appointed as class counsel*: Vincent Cabral v. Robertson's Transport, Ltd.*, San Bernardino Superior Court, Case No. CIVSB2323311, final approval of class/PAGA settlement granted on September 16, 2026; *Christian Derefield v. OHC of California*, Los Angeles Superior Court Case No. 24STCV01784, final approval of class/PAGA settlement granted on August 31, 2026; Loan *Kim Phu v. MicroVention, Inc.*, Orange County Superior Court Case No. 30-2024-01376392-CU-OE-CXC, final approval of class/PAGA settlement granted on August 3, 2026; *Annette Dearing v. Love's Country Stores of California*, Madera County Superior Court Case No. MCV090813, final approval of class/PAGA settlement granted on July 27, 2026; *Marcos Beltran v. Fondomonte California LLC*, Riverside Superior Court Case No. CVRI2402849, final approval of class/PAGA settlement granted on June 26, 2026; *Chelsey Richardson, et al. v. Telecare Corporation*, Stanislaus County Superior Court Case No. CV-24-006292, final approval of class/PAGA settlement granted on June 1, 2026; *Juan Carlos Castellanos v. MG Drywall Construction, Inc.*, Los Angeles Superior Court Case No. 24STCV03488, final approval of class/PAGA settlement granted on May 27, 2026*; Doris Nathan v. The Muller Company, LLC*, Los Angeles Superior Court Case No. 23STCV24395, final approval of class/PAGA settlement granted on April 30, 2026; *Cody Yandell v. Iron Delta Security*, Los Angeles Superior Court Case No. 24STCV07830, final approval of class/PAGA settlement granted on April 27, 2026; *Darcy Nuber v. Fever Labs, Inc.*, Los Angeles Superior Court, Case No. 23STCV21796, final approval of class/PAGA settlement granted on March 30, 2026; *Cesar Tate v. St. Distributing Co., LLC*, Los Angeles Superior Court Case No. 23STCV22743, final approval of class/PAGA settlement granted on February 11, 2026; *Andrew Carmona v. Western Holdings Group dba Los Angeles Property Management Group*, Los Angeles Superior Court, Case No. 23STCV24028, final approval of class/PAGA settlement granted on January 29, 2026; *Poul Bedri v. City of Hope National Medical Center*, Los Angeles Superior Court, Case No. 23STCV23713, final

approval of class/PAGA settlement granted on January 28, 2026; *Irene Eunhee Ikuta v. TAKEE International, Inc.*, Los Angeles Superior Court, Case No. 23STCV21120, final approval of class/PAGA settlement granted on January 22, 2026; *Amourafina Burton v. Trove Recommerce, Inc.*, San Mateo Superior Court, Case No. 23-CIV-06108, final approval of class/PAGA settlement granted on January 9, 2026; *Shayne Werber v. Teleferic Barcelona*, Los Angeles Superior Court Case No. 23STCV25517, final approval of class/PAGA settlement granted on December 17, 2025; *Linda Salazar Ayala v. Applied Membranes, Inc.*, San Diego Superior Court Case No. 37-2023-00054420-CU-OE-CTL, final approval of class/PAGA settlement granted on December 5, 2025; *Justin Le, et al. v. Dragonfly Tea Bar LLC, et al.*, Los Angeles Superior Court Case No. 23STCV26247, final approval of class/PAGA settlement granted on October 29 2025; *Ryan Lukman v. Safe Haven Security Services, LLC*, Riverside County Superior Court, Case No. CVRI2400777, final approval of class/PAGA settlement granted on October 1, 2025; *Amaya Nelson v. Clair Global Corp.*, Los Angeles Superior Court, Case No. 24STCV14597, final approval of class/PAGA settlement granted on May 22, 2025; *Jose Regalado v. United Markets*, Marin County Superior Court Case No. CV0001169, final approval of class/PAGA settlement granted on August 29, 2025; *Mushfiqur Chowdhury v. CWT US, LLC*, Los Angeles Superior Court Case No. 23STCV25373, final approval of class/PAGA settlement granted on August 22, 2025; *Pedro Hernandez v. Edmund A. Gray Co.*, Los Angeles Superior Court Case No. 24STCV04118, final approval of class/PAGA settlement granted on August 19, 2025; *Alexis Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles Superior Court Case No. 23STCV21174, final approval of class/PAGA settlement granted on July 3, 2025; *Randall Bachman v. Geodis Logistics LLC*, Riverside Superior Court, Case No. CVRI2400956, final approval of class/PAGA settlement granted on June 25, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San Benito Superior Court Case No. CU-23-00249, final approval of class/PAGA settlement granted on May 7, 2025; *Norma Borquez v. Smart Metals Recycling LLC*, Yolo Superior Court Case No. CV2024-0050, final approval of class/PAGA settlement granted on April 4, 2025; *Juan Hinojos Campos v. Applied Technology Group, Inc.*, Kern Superior Court Case No. BCV-23-103067, final approval of class/PAGA settlement granted on March 11, 2025; *Dennisha Lampkin v. Sunstates Security, Inc.*, Riverside Superior Court Case No. CVRI2305600, final approval of class/PAGA settlement granted on December 18, 2024.

11. Tiffany L. Luu, Esq.'s primary practice has been employment law throughout her entire legal career. Ms. Luu handled a number of wage and hour matters, including individual actions and class and/or PAGA actions, on behalf of plaintiffs and defendants. Ms. Luu received her J.D., cum laude, along with her Master of Dispute Resolution, from the Pepperdine University Rick J. Caruso School of Law in 2020. Ms. Luu practiced as a labor and employment associate for the next 3 years representing employers in wage and hour class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith LLP and Fisher & Phillips LLP. In January 2024, Ms. Luu joined JFW and as an associate in the Complex Litigation Practice Group, where she focuses her practice on representing employees in wage and hour class and PAGA action lawsuits. Ms. Luu has been appointed as class counsel in all of the cases referenced above.

THE RISKS INHERENT IN CONTINUED LITIGATION FAVOR FINAL APPROVAL

12. Here, Defendant has presented defenses to all of Plaintiffs' claims and theories of liability. Plaintiffs contended that Defendant failed to pay overtime wages, paid sick leave wages, and meal and rest period premiums at the regular rate by (1) erroneously calculating a flat-sum incentive coded as WV-BNFT$, which Plaintiffs believe was paid to incentivize employees to waive health insurance benefits, under the production bonus method; and (2) failing to factor in a quarterly incentive coded as SIGBONUS, which Plaintiffs believe was a longevity bonus, into the regular rate of pay. In response, Defendant argued that WV-BNFT$ and SIGNBONUS are legally excluded from the regular rate as payments made by an employer for health insurance and similar benefit or as gifts where the amounts are not measured by or dependent on hours worked, production, or efficiency. Defendant further argued that any damages must be significantly limited because not every employee experienced these alleged regular rate violations and the collective bargaining agreement governing pay for its unionized workforce preempted Plaintiffs' claims.

13. Plaintiffs alleged that Defendant required Plaintiffs and other non-exempt employees to work off the clock without pay. Plaintiff Paiz alleged that he sometimes clocked out for meal breaks and kept working and received work-related text messages during his meal breaks and Plaintiff Pililian alleged that she was required to remain on duty during her meal breaks and stay behind after the end of her shifts to clean up and give reports to other supervisors who were relieving her. In response,

Defendant argued it maintained compliant policies that prohibit working off the clock and that Defendant's pay statistics evidence superior compliance with its policies and practices requiring all employees to receive wages for all hours worked. During the Class Period, Defendant paid Class Members over 369,000 overtime and double time hours totaling over $23 million, over 87,000 meal period premiums totaling over $3.69 million, and over 22,000 rest period premiums totaling over $2.18 million. As to Plaintiff Paiz, Defendant argued that the clinic where Plaintiff Paiz worked closed for an hour during the lunch period and that there would be no reason for Plaintiff Paiz to perform any work during his meal period. Defendant further argued that it provided Plaintiff Paiz with a work computer and, thus, he had no reason to use his personal cell phone for work purposes. As to Plaintiff Pililian, Defendant argued that less than 20 Class Members were in the same position as her (i.e., night-shift nurse supervisor), and even if she did work off the clock, which Defendant disputed, this is not a classwide issue. Defendant thus contended that Plaintiffs' off-the-clock work claim is individualized and not suited for class certification since there is no evidence of a common policy or practice forcing Class Members to work off the clock and numerous individual inquiries would be needed to assess which Class Members, if any, worked off the clock, how often, the reasons why a particular Class Member worked off the clock, and whether Defendant knew or should have known that Class Members worked off the clock for the imposition of classwide liability.

14. Plaintiffs claimed that they and other employees were unable to take compliant meal periods, Plaintiff Pililian alleged that she could not take her meal breaks or had to take her meal breaks on duty, and Plaintiff Paiz alleged that he sometimes worked off the clock or had his meal breaks interrupted by work-related text messages. Defendant countered that Defendant maintained compliant meal period policies and practices throughout the Class Period and always provided compliant meal periods in line with those policies. Defendant points to the fact that it paid over 87,000 meal period premiums totaling over $3.69 million during the Class Period as evidence of Defendant's superior meal period compliance practices. Defendant also made the same arguments regarding Plaintiffs as above. As such, Defendant maintained Plaintiffs' meal period claim is not suited for class certification since individual inquiries would be needed to assess which employees, if any, took non-compliant meal periods, how many meal periods were non-compliant, and the reasons why a particular employee did not

take a meal period on a particular shift and a meal period premium was not paid.

15. Plaintiffs claimed that they and other employees were unable to take compliant rest periods because of operation needs. Defendant countered that Defendant maintained compliant rest period policies and practices and provided compliant rest periods in line with those policies. Defendant points to the fact that it paid over 22,000 rest period premiums totaling over $2.18 million during the Class Period as evidence of Defendant superior rest period compliance practices. Defendant also made the same argument regarding Plaintiffs as above. Thus, Defendant maintained Plaintiffs' rest period claim is not suited for class certification since individual inquiries would be needed to assess which employees, if any, took non-compliant rest periods, how many rest periods were non-compliant, and the reasons why a particular employee did not take a rest period.

16. Plaintiff Paiz alleged that he was required to use his personal cellphone to receive work-related text messages from his supervisor. Defendant countered that Plaintiff Paiz was a medical assistant, was provided a work computer, and had no reason to use his personal cellphone. Defendant maintained Plaintiff Paiz's reimbursement claim is not suited for class certification since individual inquiries would be needed to assess which employees, if any, used their personal cellphones for work, why they used their cellphones and whether cellphone usage was required or out of their own convenience.

17. As to Plaintiffs' derivative claims for wage statement and waiting time penalties, Defendant argued that it possessed strong, good faith defenses to Plaintiffs' underlying claims and these claims cannot meet the willfulness standard in Labor Code § 203 or the knowing and intentional standard in Labor Code § 226(e). Defendant relied on the California Supreme Court decision in *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1065, which held that an employer's good-faith defenses precludes a "willfulness" finding under Labor Code § 203 and a "knowing and intentional" finding under Labor Code § 226(e) for the imposition of penalties.

18. The PAGA cause of action is similarly derived from underlying claims for unpaid wages and meal and rest period premiums. In addition to Defendant's defenses on the merits as discussed above, Defendant also asserted that the Court would drastically reduce any award of PAGA penalties as "confiscatory."

19. The risks of this case were weighed by Class Counsel and should be considered a significant factor by the Court in its determination of final approval. Class Counsel obtained a very substantial settlement for the Class that resulted in a fair recovery which at the same time provides for finality and no risk of costs by the Class Members or the Class Representatives. The Settlement also affords the Class prompt, fair relief, while avoiding significant legal and factual battles that otherwise may have prevented the Class from obtaining any recovery at all.

20. While Class Counsel believe the Class Members' claims are meritorious and can be successfully litigated, they are experienced and fully understand the inherent risks and uncertainty involved with such matters as the resolution of class certification, the outcome of a potential trial, and the outcome of any appeals that would inevitably follow should the Class prevail at trial. Class Counsel have also assessed the same risks in connection with the current settlement. Because the Settlement provides immediate and substantial relief, without the attendant risks and delay of continued litigation—not to mention the threat of litigation fees and costs—Class Counsel believe that the Settlement warrants the Court's final approval.

21. Based on my experience in litigating and resolving class and PAGA representative actions, I believe the Settlement is fair, reasonable, and adequate, and in the best interest of the Class as a whole. Similarly, counsel for Defendant is in favor of this Settlement.

THE REQUESTED ATTORNEY'S FEES AND COSTS SHOULD BE APPROVED

22. In assessing the reasonableness of the billing rates for the attorneys at Justice for Workers, P.C., the firm refers to the "Laffey Matrix" to set hourly billing rates. *See* http://www.laffeymatrix.com. The Laffey Matrix is a fee schedule used by many courts throughout the United States, including some California state courts and federal district Courts. The Laffey Matrix is a well-established objective source that California courts have relied on in assessing hourly rates since 2005. *See In Re HPL Technologies, Inc. Securities Litigation* (N.D. Cal. 2005) 366 F.Supp.2d 912, 921 (confirming use of the Laffey Matrix adjusted to account for locality pay differentials); *Rubalcaba v. Albertson's, LLC* (Cal. Super. Ct. May 25, 2017) No. BC528755, 2017 WL 4330597, at *4 (reversed on other grounds). When comparing the billing rates for attorneys at Justice for Workers, P.C. with the Laffey Matrix, the attorneys either bill at or below the rate for similarly skilled and tenured legal

professionals.

23. As of the execution of this Declaration, attorneys at Justice for Workers, P.C. incurred lodestar totaling $270,165.00 and 337.40 attorney hours in this matter. I have reviewed my firm's lodestar and time and task logs in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case.

24. Class Counsel's requested fee award of $633,333.33 represents a **2.34** lodestar multiplier against their lodestar of $270,165.00. Class Counsel' lodestar is itemized in the following table:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (15th Year Attorney)	$1,019	$900	241.70	$217,530.00
Tiffany L. Luu (5th Year Attorney)	$625	$550	95.70	$52,635.00
		TOTAL	**337.40**	**$270,165.00**

25. The work performed by Class Counsel include, but are not limited to, numerous meetings with Plaintiffs regarding Plaintiffs' work experience and status of the litigation, mediation, settlement, and settlement approval; extensive research and analysis into Defendant's corporate background including joint liability for related entity that employed Plaintiff Pililian, litigation history including prior class action settlements, and liability theories; review and analysis of significant amount of documents produced by Defendant via formal and informal pre-mediation production; research and analysis of regular rate issues, enforceability of *Pick-Up-Stix* releases, whether PAGA claims can be released in a severance agreement; extensive telephonic and written meet and confer conferences with Defendant's counsel regarding case management, mediation, document production, settlement documents, and settlement approval; analyzing and recreating Defendant's regular rate practices based on Plaintiff Pililian's records; preparation and submission of Plaintiffs' PAGA Notices; drafting multiple complaints; preparation of joint reports and attentions of status conferences; drafting written discovery requests; working with an expert data scientist to analyze the records and preparation of a damages model; research and drafting of Plaintiffs' mediation brief and participation in mediation; negotiating multiple drafts of the Agreement and supporting documents thereto; research, preparation, finalization, and filing Motion for Preliminary Approval and supplemental papers, Motion for Final Approval, and

accompanying filings; preparing for and attending hearings on these Motions; and overseeing the notice administration process and distribution of funds.

26. Additionally, Class Counsel estimate they will devote no less than 15 hours, although likely more time, to additional tasks, which are hours not included in the foregoing lodestar total. These additional hours will include time spent to obtain and monitor approval of the Settlement and requested awards, oversee the settlement administration process and distribution of funds, respond to inquiries from Class Members, and communicate with Plaintiffs regarding the case.

27. In reaching this Settlement, Class Counsel carefully considered the strength of the case versus the amount offered in settlement, as well as the risk, expense, and complexity of maintaining class certification through trial. While Class Counsel is confident about the strength of Plaintiffs' claims, they recognize that Defendant has factual and legal defenses that, if successful, would potentially defeat or substantially impair the value of the lawsuit.

28. Thus, continuing to litigate this action would require continued and extensive resources coupled with significant court time to proceed through contested certification, trial, and post-trial motions, which can often take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. But even if Plaintiffs were successful at trial, Class Counsel are acutely aware that a judgment does not end the litigation, and they fully expect that Defendant would likely appeal any judgment. Having litigated every stage of complex wage and hour actions, including trying a class action to verdict, litigating motions for class certification and summary judgment, and briefing and arguing appeals before appellate courts, Class Counsel are acutely aware of these risks.

29. All of the cases Justice for Workers accepts and works on are on a contingency basis. My firm does not charge any upfront fees or receive any unless and until the case is either settled or resolved through judgment. My firm invests money in the form of attorney and staff salaries and cost advances including those related to filing fees, depositions, mediations, experts, trial preparation, and trial. As such, there is a tremendous financial risk involved in all of the cases my firm takes. This case was no exception.

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30. Traditionally, employment litigation plaintiffs are unable to pay their attorneys on an hourly basis and thus can obtain representation only if they can find counsel who are willing to accept their case on a contingent basis and agree to advance either all or a significant portion of the costs. At the same time, most plaintiff's attorneys are neither able nor willing to accept such contingent cases unless they can anticipate that they will recover a fee greater than they would have recovered if paid on an hourly basis if they prevail after time-consuming and expensive litigation. Plaintiff's attorneys, especially in class actions, face the risk that even if they are successful in litigating a case through trial, that Defendant could be judgment-proof, raising the possibility that Class would receive no payment at all.

31. Finally, in taking this case on a purely contingency basis, Class Counsel had to turn away other fee generating work because the case required Class Counsel to not only devote considerable time and resources to effectively prosecute and settle this action, but also wait until the Settlement is fully funded before finally being made whole.

32. To date, Class Counsel's actual and anticipated litigation costs are of $27,018.61, including future anticipated costs of $78.35 in filing this Motion, $16.17 in filing any supplemental brief and/or amended proposed judgment and order, $195 in CaseAnywhere access fees for July to September 2026, and $16.17 in filing the Administrator's declaration regarding settlement distribution. Enclosed as **Exhibit 3** is a true and correct itemized list of Class Counsel's costs.

33. Plaintiff Pililian's participation was instrumental in achieving the excellent result here, as the regular rate claim and derivative penalties were a key driver of the settlement and only Plaintiff Pililian received non-discretionary incentive compensation and had standing to pursue regular rate claims.

34. In addition to the invaluable services they provided, Plaintiffs also took a significant risk, both professionally and monetarily, in acting as the Class Representative. Filing a lawsuit against one's employer carries an inherent reputational risk. Given that future employers are much less likely to hire individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiffs could face negative employment prospects in the future. These risks can deter employees from asserting their rights. Additionally, because the claims alleged by Plaintiffs involved the payment of costs to the

prevailing party, Plaintiffs could have possibly faced paying the costs of Defendant had they not prevailed in this action. Despite this, however, Plaintiffs agreed to pursue this case on behalf of the Class. Plaintiffs took such risks upon themselves and the whole Class benefited from this. Class Members did not have to file individual lawsuits and bear the risks of payment of fees and costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a lawsuit which is a public record. Moreover, there were no objections by any Class Member to the proposed Class Representative Service Payments.

35. On October 2, 2026, I served the LWDA via filing through its online portal with the Motion for Final Approval of Class Action and PAGA Settlement; the supporting declarations, the Order Granting Preliminary Approval of Class Action and PAGA Settlement; and the Proposed Judgment and Order Granting Final Approval of Class Action and PAGA Settlement. Enclosed as **Exhibit 4** is the LWDA's online filing confirmation

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

Executed on October 2, 2026 at Los Angeles, California.



William C. Sung

EXHIBIT 1

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amended 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).

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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

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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

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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

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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.

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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. On March 19, 2026, Plaintiff filed the Third Amended Complaint, which is the operative complaint in this case. (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:

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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.

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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.

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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

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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 retuned 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,

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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 Operative Complaint or could have been alleged against any of the Released Parties based on the facts alleged in the Operative Complaint, including claims under the California Labor Code sections 201, 202, 203, 204, 210, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 246, 510, 511, 512, 516, 256, 558, 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.; 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.

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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 and Operative Complaint, or that could have been alleged based on the facts alleged in the PAGA Notices and 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, 218.5, 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.; 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

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Settlement which shall be substantially the same as the proposed order attached as **Exhibit C**; 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

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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

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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, which ever 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

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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

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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

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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

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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

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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

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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.

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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

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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@justiceforwokers.com
jramli@justiceforworkers.com

To Defendant:

DAVIS WRIGHT TREMAINE LLP
Monica A. Rodriguez

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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: 05/06, 2026 Eduardo Jose Paiz
Plaintiffs Eduardo Jose Paiz

Dated: _____, 2026 _____
Plaintiff Shoghig Pililian

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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: _____, 2026

_____
Plaintiffs Eduardo Jose Paiz

Dated: 5/11/26, 2026

_____
Plaintiff Shoghig Pililian

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Dated: 5/11/2026, 2026

Signed by:
Angela Bernacki
30EBA5E3727F4E3...

Defendant Emanate Health

Angela Bernacki

Printed Name

Chief People Officer

Title

AGREED AS TO FORM AND CONTENT:

Dated: _____, 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: _____, 2026

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

Dated: _____, 2026

_____
Defendant Emanate Health

_____
Printed Name

_____
Title

AGREED AS TO FORM AND CONTENT:

Dated: May 6, 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: _____, 2026

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

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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

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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** _____	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).

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Participating Class Members Can Object to the class settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	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 _____. 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** _____	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 _____. 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?

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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.

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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,

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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 Operative Complaint or could have been alleged against any of the Released Parties based on the facts alleged in the Operative Complaint, including claims under the California Labor Code sections 201, 202, 203, 204, 210, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 246, 510, 511, 512, 516, 256, 558, 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

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Code section 17200 et seq.; 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 and Operative Complaint, or that could have been alleged based on the facts alleged in the PAGA Notices and 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, 218.5, 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.; 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?

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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?

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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._____.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

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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@justiceforwokers.com
jramli@justiceforworkers.com

Administrator:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA, 92863
Phone: (800) 523-5773
Email: info@phoenixclassaction.com

Doc ID: 90805c22ad096d6d8b51c4f7026e7fb9a7f0476f

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.

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EXHIBIT 2

Electronically Received 05/13/2026 01:47 PM

JUSTICE FOR WORKERS, P.C.
William C. Sung SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu SB# 335127
E-Mail: tluu@justiceforworkers.com
Joseph C. Ramli SB# 339491
E-Mail: jramli@justiceforworkers.com
9575 Bolsa Avenue
Westminster, CA 92683
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiffs EDUARDO JOSE PAIZ and SHOGHIG PILILIAN

FILED
Superior Court of California
County of Los Angeles
05/21/2026
David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiffs,

vs.

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

Defendants.

Case No.: 24STCV21209

[Assigned for All Purposes to: Hon. Laura A. Seigle, Dept. 17]

(~~AMENDED PROPOSED~~) ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

(Filed concurrently with Supplemental Brief in Support of Motion for Preliminary Approval and Supplemental Declaration of William C. Sung)

DATE: May 21, 2026
TIME: 9:00 a.m.
DEPT: 17

Action Filed: August 20, 2024
Trial Date: Not Set

The Motion of Plaintiffs Eduardo Jose Paiz and Shoghig Pililian ("Plaintiffs") for Preliminary Approval of Class Action and PAGA Settlement came on regularly for hearing before this Court. This Court, having considered the proposed Amended Class Action and PAGA Settlement Agreement (the "Agreement" or "Settlement") attached to the Supplemental Declaration of William C. Sung filed concurrently herein; having considered Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, Memorandum of Points and Authorities in support thereof, and supporting declarations and brief filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes of the Settlement, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Class:

> All current and former non-exempt employees who worked for Defendant Emanate Health within the State of California during the Class Period of July 21, 2023 through January 24, 2026.

2. For purposes of the Settlement, the Court designates named Plaintiffs Eduardo Jose Paiz and Shoghig Pililian as Class Representative and William C. Sung, Tiffany L. Luu, Joseph C. Ramli of Justice for Workers, P.C. as Class Counsel.

3. The Court designates Phoenix Settlement Administrators as the third-party Administrator for mailing notices.

4. The Court approves, as to form and content, the Class Notice attached as Exhibit A to the Settlement.

5. The Court finds that the form of notice to the Class regarding the pendency of the action and of the Settlement, and the methods of giving notice to Class Members, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all of the Class Members. The form and method of giving notice complies fully with the requirements of

California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

6. The Court further approves the procedures for the Class Members to opt out of or object to the Settlement, as set forth in the Class Notice.

7. The procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement in accordance with the due process rights of all members of the Class.

8. The Court directs the Administrator to mail the Class Notice to Class Members in accordance with the terms of the Settlement.

9. The Class Notice shall provide at least forty-five (45) calendar days' notice for Class Members to opt out of, or object to, the Settlement.

10. The Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department 17 of this Court, located at Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012 on ~~August~~ October 30, 2026 at 9 a.m. at ____ a.m./~~p.m~~.

11. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs' application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiffs, settlement administration costs, and payment to the Labor & Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act should be granted.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiffs' service payment, payment to the LWDA, and settlement administration costs, no later than 16 court days prior to the Final Approval Hearing.

/ / /

13. An implementation schedule is below:

Event	Date
Defendant to provide the Administrator with the Class Data	Within 21 calendar days after entry of this Order
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data from Defendant
Response Deadline for Class Members	Within 45 calendar days after the Administrator mails the Class Notice (extended by 14 calendar days for any re-mailed initial Class Notices)
Last Day to File a Motion for Final Approval of Class Action and PAGA Settlement	At least 16 court days before the Final Approval Hearing: 10/08/2026
Final Approval Hearing	~~August~~ October 30, 2026 at 9:00 a.m.

14. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

DATED: 05/21/2026, 2026

Hon. Laura A. Seigle
Judge of the Superior Court
Laura A. Seigle / Judge

EXHIBIT 3

JUSTICE FOR WORKERS

Eduardo Paiz et al. v. Emanate Health
Los Angeles Superior Court, Case No. 24STCV21209

Date	Description of Cost Item	Invoice #	Amount
8/19/2024	LWDA Filing Fee for Initial PAGA Notice	LWDA-CM-1046230-24	$75.00
8/20/2024	Certified Mail Cost for Mailing PAGA Letter and LC Request to Def.	9589 0710 5270 1741 2735 45	$9.64
8/21/2024	e-Filing, Initial Appearance, and Complex Filing Fees for Complaint	10235893	$1,492.62
9/27/2024	Service of Process Fee to Serve Def.	10384338	$189.26
9/30/2024	e-Filing Fee for Proof of Service by Substituted Service	10384338-01	$14.57
10/29/2024	e-Filing Fee for First Amended Complaint	10666225	$16.17
12/26/2024	e-Filing Fee for Initial Status Conference Report	11008864	$16.17
1/3/2025	Certified Mail Cost for Mailing Amended PAGA Letter to Def.	9593 0710 5270 1741 2746 34	$9.64
1/7/2025	e-Filing Fee for Notice of Ruling	11070640	$16.17
1/8/2025	Case Anywhere System Access Fee	357574	$105.96
2/6/2025	Case Anywhere System Access Fee	365774	$79.00
3/6/2025	Case Anywhere System Access Fee	373858	$49.00
4/4/2025	Case Anywhere System Access Fee	386879	$49.00
5/6/2025	Case Anywhere System Access Fee	398807	$49.00
5/16/2025	e-Filing Fee for Joint Stipulation for Leave to File Second Amended Complaint	11995939	$57.37
5/23/2025	e-Filing Fee for Second Amended Complaint	12031908	$16.17
6/18/2025	Case Anywhere System Access Fee	410865	$55.00
7/1/2025	Case Anywhere System Access Fee	423220	$49.00
8/7/2025	Case Anywhere System Access Fee	435795	$49.00
9/3/2025	Case Anywhere System Access Fee	448335	$49.00
10/1/2025	Case Anywhere System Access Fee	461054	$49.00
10/28/2025	Plaintiff's Share of Mediation Fee - Steve Pearl Mediation	2025-431	$12,500.00
11/3/2025	Case Anywhere System Access Fee	473982	$49.00
11/10/2025	Expert's Fee for Mediation Data Analysis - Attorney Talk	3711	$8,595.00
12/1/2025	Case Anywhere System Access Fee	486857	$49.00

12/9/2025	Certified Mail Cost for Mailing Amended PAGA Letter to Def.	9589 0710 5270 1741 2758 84	$10.44
1/2/2026	Case Anywhere System Access Fee	499863	$49.00
1/9/2026	Certified Mail Cost for Mailing Letter to Plaintiff Shoghig Pililian and Class and PAGA Settlement Agreement	9589 0710 5270 2964 3276 95	$14.14
1/20/2026	Certified Mail Cost for Mailing Declaration to Plaintiff Shoghig Pililian	9589 0710 5270 2964 3277 01	$10.44
2/2/2026	Case Anywhere System Access Fee	513100	$49.00
3/2/2026	Case Anywhere System Access Fee	526433	$49.00
3/17/2026	e-Filing Fee for Stipulation and Order Granting Plaintiff's Leave to File Third Amended Complaint for Settlement Purpose Only	14263944	$37.98
3/20/2026	e-Filing Fee for Third Amended Complaint	14309885	$17.28
3/20/2026	e-Filing Fee for Motion for Preliminary Approval of Settlement	14314141	$79.38
4/1/2026	Case Anywhere System Access Fee	539857	$115.00
5/1/2026	Case Anywhere System Access Fee	553308	$49.00
5/6/2026	Certified Mail Cost for Mailing Amended Settlement Agreement to Plaintiff Shoghig Pililian	9589 0710 5270 2964 3277 32	$12.70
5/14/2026	e-Filing Fee for Supplemental Brief ISO Motion for Preliminary Approval	14764979	$17.28
6/1/2026	Case Anywhere System Access Fee	566652	$73.00
7/1/2026	Case Anywhere System Access Fee	579897	$49.00
8/1/2026	Case Anywhere System Access Fee	593118	$49.00
9/1/2026	Case Anywhere System Access Fee	606464	$49.00
Estimated Future Cost	e-Filing Fee Motion for Final Approval	N/A	$79.38
Estimated Future Cost	e-Filing Fee for Supplemental Brief and/or Amended Proposed Order	N/A	$17.28
Estimated Future Cost	Case Anywhere System Access Fee Through Final Approval (September 2026 to November 2026)	N/A	$171.00
Estimated Future Cost	e-Filing Fee for Declaration re Distribution	N/A	$17.28
		TOTAL	**$24,704.32**

EXHIBIT 4