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on behalf of herself and others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

KRISTA AYALA, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

EISENHOWER IMAGING CENTER, LLC; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: CVRI2405457

CLASS AND PAGA ACTION

*[Assigned for All purposes to the
Hon. Harold W. Hopp, Dept. 1]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA ACTION
SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Preliminary Approval of Class
Action Settlement; and Declarations in
Support Thereof]*

Hearing Information:

Date: May 27, 2026

Time: 08:30 a.m.

Dept.: 1

1 The Motion for Preliminary Approval of a Settlement came before this Court on May 27,
2 2026, in Department 1 of the Riverside County Superior Court located at 4050 Main Street, Riverside,
3 CA 92501. The Court, having considered the proposed Class Action and PAGA Settlement
4 Agreement entered into by and between Plaintiff Krista Ayala (“Plaintiff”) and Defendant
5 Eisenhower Imaging Center, LLC (“Defendant”) attached as **Exhibit 1** to the Declaration of Paolo
6 Policastro in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, and
7 the Exhibits attached thereto (hereafter collectively, the “Settlement” or “Settlement Agreement”);
8 having considered the Class Notice and related documents attached as **Exhibit 1** hereto, having
9 considered the Motion for Preliminary Approval of Class Action Settlement filed by the parties;
10 having considered the memorandum of points and authorities and declarations submitted by the
11 parties in support thereof; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

12 1. The Court grants preliminary approval of the settlement as set forth in the Settlement
13 Agreement, including the Total Settlement Amount (\$825,000.00); Attorneys’ Fees (\$288,750.00);
14 Attorneys’ Costs (not to exceed \$20,000.00); and PAGA Penalties (\$50,000.00); and finds the terms
15 to be within the range of reasonableness of a settlement that ultimately could be granted approval by
16 the Court at the Final Fairness Hearing. For purposes of the Settlement only, the Court finds that the
17 proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of
18 interest among the Class as to questions of law and fact. Therefore, for settlement purposes only, the
19 Court grants conditional certification of the following “Class” defined as follows:

20 All current and former non-exempt employees employed by Defendant in California during
21 the Class Period. The “Class Period” is the period from October 15, 2020, through March 13, 2026.

22 2. For purposes of the Settlement only, the Court further designates named Plaintiff
23 Krista Ayala as Class Representative, and Joseph Lavi, Esq., Vincent C. Granberry, Esq., Jeffrey D.
24 Klein, Esq., and Paolo Policastro, Esq., of Lavi & Ebrahimian, LLP as Class Counsel.

25 3. The Court appoints Phoenix Class Action Administration as the third-party Settlement
26 Administrator. The Settlement Administrator will be responsible for, *inter alia*, preparing, printing,
27 and mailing the Class Notice Packet and related documents for to Class Members and Allegedly
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1 Aggrieved Employees; receiving Class Member opt outs and/or objections to the Settlement;
2 calculating and distributing payments due under the Settlement; issuing IRS Forms 1099 and W-2,
3 and all required tax reporting, filings, withholdings, and remittances; providing necessary reports and
4 declarations; and other duties and responsibilities as set forth in the Settlement Agreement, requested
5 by the Parties and/or ordered by the Court.

6 4. A final fairness hearing on the question of whether the proposed Settlement should be
7 finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in
8 Department 1 of this Court, located at 4050 Main Street, Riverside, CA 92501, on September 9, 2026,
9 at 8:30 a.m.

10 5. At the final fairness hearing, the Court will consider: (a) whether the Settlement should
11 be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting approval
12 of the Settlement should be entered; and (c) whether Plaintiff's application for an award of Class
13 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative
14 Service Payment should be granted.

15 6. Counsel for the Parties shall file memoranda, declarations, or other statements and
16 materials in support of their request for final approval by no later than 16 court days prior to the final
17 fairness hearing.

18 7. Class Counsel shall file a motion for an award of Class Counsel Fees Payment, Class
19 Counsel Litigation Expenses Payment, and Class Representative Service Payment no later than 16
20 court days prior to the final fairness hearing.

21 8. The Court approves, as to form and content, the Class Notice and related documents,
22 which are attached as **Exhibit 2** to the Declaration of Paolo Policastro in Support of Plaintiff's
23 Motion for Preliminary Approval of Class Action Settlement and the Exhibits attached thereto.

24 9. No later than thirty (30) days following the date the Court enters this order, Defendant
25 shall provide the following information to the Settlement Administrator: Class Member identifying
26 information in Defendants' possession, including the Class Member's name, last-known mailing
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1 address, Social Security number, number of Class Period Workweeks, and PAGA Pay Periods.
2 (“Class Data”).

3 10. Within fourteen (14) calendar days after receiving the Class Data, the Settlement
4 Administrator shall disseminate the Class Notice to all the Class Members identified in the Class Data
5 by first-class U.S. Mail.

6 11. Class Members shall have forty-five (45) calendar days from the date the Settlement
7 Administrator mails Notice to the Class Members to fax, email, or mail Requests for Exclusion
8 from the Settlement or fax, email, or mail an Objection to the Settlement (“Response Deadline”).
9 Class Members to whom Notice Packets are resent after having been returned undeliverable to the
10 Administrator shall have an additional fourteen (14) calendar days after the Response Deadline has
11 expired.

12 12. The Court finds that the forms of Class Notice to the Class regarding the pendency
13 of the action and of this Settlement, and the methods of giving notice to members of the Settlement
14 Class constitute the best notice practicable under the circumstances and constitute valid, due, and
15 sufficient notice to all members of the Class. They comply fully with the requirements of California
16 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court
17 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

18 13. The Court further approves the procedures for Class Members to participate in, opt
19 out of, or object to the Settlement, as set forth in the Settlement Agreement and Class Notice.

20 14. Class Members who wish to exclude themselves from (opt-out of) the Class
21 Settlement must send the Administrator, by mail, the signed form to Request to be Excluded from
22 the Class Action Settlement not later than 45 days after the Administrator mails the Class Notice
23 (plus an additional 14 days for Class Members whose Class Notice is re-mailed). The form for
24 requesting to be excluded from the Class Action Settlement is attached as **Exhibit B** to the Class
25 Notice. To be valid, the Request to be Excluded from the Class Action Settlement must be
26 postmarked by the Response Deadline.

1 15. Participating Class Members may send written objections to the Administrator by
2 filling in the form for Objection to the Class Action Settlement form via mail. The form for
3 objecting to the Class Action Settlement is attached as **Exhibit C** to the Class Notice. In the
4 alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court
5 on their behalf) to present verbal objections at the Final Approval Hearing. A Participating Class
6 Member who elects to send a written objection to the Administrator must do so not later than 45
7 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class
8 Members whose Class Notice was re-mailed).

9 16. The Settlement Administrator shall redact any portion of a Social Security Number on
10 a form submitted with the Motion for Final Approval.

11 17. Pending the Fairness Hearing, all proceedings in this action, other than proceedings
12 necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this
13 Order, are stayed.

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

17 19. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Class Data: Last day for Defendant to provide the Settlement Administrator the Class Database	30 days after the Court's entry of this Order
Notice Date: last day for Administrator to mail Class Notice to Class Members.	14 days after receipt of the Class Data
Response Deadline: (i) last day for Settlement Class Members to submit Requests for Exclusion; (ii) last day for class members to submit Objections	45 calendar days after the date of mailing of the Class Notice
Last day for class counsel to file motion for award of attorneys' fees, reimbursement of litigation expenses and class representative enhancement.	16 Court days prior to the final fairness hearing
Last day for parties to file motion and supporting documents for final approval of class action settlement.	16 Court days prior to the final fairness hearing

1	Last day for the Parties to respond to Objections	5 court days prior to the final fairness hearing 28
2	Hearing on final approval of class action settlement.	September 9, 2026, at 8:30 a.m. in Department 1 of the Riverside Superior Court

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4 20. The Fairness Hearing and related prior deadlines set forth above may, from time to

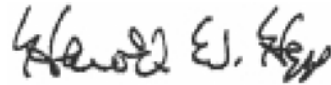
5 time and without further notice to the Class (except to those who have filed timely and valid

6 objections), be continued or adjourned by Order of the Court. The Settlement Administrator will

7 provide notice to any objecting Class Member if there is a change in the date and/or time of the Final

8 Approval Hearing.

9 **IT IS SO ORDERED.**



10 Dated: June 3, 2026

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12 Hon. Harold W. Hopp

13 Judge of the Superior Court

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EXHIBIT 1

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

AYALA vs EISENHOWER IMAGING CENTER, LLC | Case No.
CVRI2405457

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

You have been identified as a current or former hourly, non-exempt employee of Eisenhower Imaging Center, LLC (“Company”) who worked for the Company between October 15, 2020, and [March 13, 2026][the date on which the number of Covered Workweeks reaches 23,682]. A proposed settlement of a class and representative enforcement action (“Action”) entitled Ayala vs. Eisenhower Imaging Center, LLC for alleged wage and hour violations has been preliminarily approved. If granted final approval, you may be entitled to receive money. The Action was filed by a former employee of the Company (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly, non-exempt employees (“Class Members”) who worked for Company during the Class Period from October 15, 2020 to March 13, 2026 and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who worked for Eisenhower Imaging Center, LLC during the PAGA Period from October 1, 2023 to [March 13, 2026][the date on which the number of Covered Workweeks reaches 23,682]. (“PAGA Period”). All current and former employees who worked for Company in a nonexempt position in California at any time during the PAGA Period are also allegedly “Aggrieved Employees.”

The proposed Settlement has two main parts: (1) a Class Settlement requiring Company to fund Individual Class Payments, and (2) a PAGA Settlement requiring Company to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). The proposed settlement is attached to the Declaration of Paolo Policastro in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on April 22, 2026.

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

The above estimates are based on the Company’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice. Plaintiff’s Counsel estimates the average Individual Class Payment share to be approximately \$1,803.00, with the highest estimated share at approximately \$4,842.81, and the lowest estimated share at approximately \$19.37, based on the amount that you worked.

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 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires the Company to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Company.

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

- (1) **Do Nothing.** You don’t 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 and PAGA Period penalty claims against the Company.
- (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 the Company, 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.

The Company 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

Do Nothing and Receive a Payment	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 the Company that are covered by this Settlement (Released Claims).
Exclude Yourself from the Class Settlement (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. However, you cannot opt-out of the PAGA portion of the proposed Settlement, and you will still receive a PAGA Settlement Share and be bound by the release of the Released PAGA Claims Aggrieved Employees and the Aggrieved Employees must give up

Object to the Class Settlement (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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Participate in the September 9, 2026 Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on September 9, 2026, at 08:30 a.m. in Department 1 of the Riverside Superior Court. You don’t 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
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 Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to the Company’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?

A proposed settlement (the “Settlement”) has been reached between Plaintiff, a former employee of the “Company” and the Company. In the Action, Plaintiff alleges that the Company violated California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, and reimbursable expenses and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). The Company denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims. After good-faith negotiations, in which both sides recognized the risk of an uncertain outcome, Plaintiff and Company agreed to settle the Class Action pursuant to the terms and conditions of the Settlement.

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

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Company that Plaintiff’s claims in have merit or that it has any liability to Plaintiff or the proposed class on those claims. On the contrary, Company denies any and all such liability, and maintains that it complied with all

applicable laws. The Court has made no determination whether the Company or Plaintiff is right. In the meantime, Plaintiff and the Company hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an 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, Plaintiff and the Company 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, the Company does not admit any violations or concede the merit of any claims.

The Parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The Parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class. . The Court preliminarily approved the proposed Settlement a approved this Notice, and scheduled a hearing to determine Final Approval. You have received this notice because Company’s records indicate that you are a member of the Class. This notice is designed to inform you of the terms of the Settlement and how you can object to the Settlement, opt out of the Settlement, or provide corrected information to the Settlement Administrator. Unless you opt out of the Settlement, the Settlement if finally approved by the Court will be binding upon you.

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

- a. The Company Will Pay \$825,000.00 as the Gross Settlement Amount (Gross Settlement). The Company has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement 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, the Company will fund the Gross Settlement not more than 14 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.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to \$288,750.00 (Thirty-Five percent of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award

will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

- iii. Up to \$8,000.00 to the Administrator for services administering the Settlement.
- iv. Up to \$50,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

- c. 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 (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 10% ("Wage Portion") of each Individual Class Payment to taxable wages and 90% ("Non-Wage Portion") to penalties and interest. The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. The Company 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 Plaintiff and the Company have 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.

- e. 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 don't 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.
- f. 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 45 days, 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 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name,

present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Company.

- g. 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 the Company based on the PAGA Period facts alleged in the Action.
- h. 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and the Company have agreed that, in either case, the Settlement will be void: the Company will not pay any money and Class Members will not release any claims against the Company.
- i. Administrator. The Court has appointed Phoenix to act as a Settlement Administrator (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.
- j. Participating Class Members’ Release. After the Judgment is final and the Company has fully funded the Gross Settlement 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 the Company 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:

Upon the Effective Date occurring and Defendant fully funding the Gross Settlement Amount and separate amount of payroll taxes described herein, the Participating Class Members will fully release and discharge the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including but not limited to: (1) failure to pay wages for all hours worked at minimum wage in violation of Labor Code Sections 1194 and 1197, (2) failure to pay overtime wages and/or failure to pay overtime wages at the proper overtime rate of pay in violation of Labor Code Sections 510 and 1194, (3) failure to authorize or permit meal periods in violation of Labor Code Sections 512

and 226.7, (4) failure to authorize or permit rest periods in violation of Labor Code Section 226.7, (5) failure to provide complete and accurate wage statements in violation of Labor Code Section 226, (6) failure to timely pay all earned wages and final paychecks due at the time of separation of employment in violation of Labor Code Sections 201, 202, and 203, (7) failure to indemnify employees for employment-related losses and expenditures in violation of Labor Code Section 2802, and (8) unfair business practices in violation of Business and Professional Code Sections 17200, et seq. The time period governing the Released Class Claims shall be the Class Period. The Released Class Claims include, without limitation, claims under California Labor Code §§ 201–204, 218.5, 218.6, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 2802; California Business & Professions Code §§ 17200 et seq.; and the Industrial Welfare Commission Wage Order. The Released Class Claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code § 2698 et seq., any other related federal, state or municipal law, relief from unfair competition under California Business and Professions Code section 17200 et seq., attorneys’ fees and costs, and interest. . Except as set forth in Section 5.2 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.

- k. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and the Company has fully funded the Gross Settlement and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against the Company, 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 the Company 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:

All Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice including all claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay earned wages during employment, (6) secret payment of lower wages than designated by statute, (7) failure to provide accurate itemized wage statements, (8) failure to timely pay all earned wage at time of separation, and

(9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period. The PAGA Released Claims do not release any Aggrieved Employees' claims for wages or statutory penalties. The PAGA Released Claims include but are not limited to claims arising under California Labor Code sections 201-204, 223, 226(a), 226.7, 246, 510, 512, 1194, 1197, 1198, and 2698 *et seq.*, the Industrial Welfare Commission Wage Order, and any resulting claim for attorneys' fees and costs. All PAGA Group Members will release and be subject to claim preclusion with respect to the Released PAGA Claims and receive a PAGA Group Payment, regardless of whether they elect not to participate in the Class Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. 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.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$17,500.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in the Company's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. If you dispute the accuracy of any of the information used to calculate your Class Workweeks or Pay Periods shown on your enclosed Notice of Estimated Settlement Share, you must ask the Administrator to resolve the matter. Attached as **Exhibit A** is the Notice of Estimated Settlement Share for (1) updating your personal contact information if your personal contact information has changed, and/or (2) if you wish to dispute your estimated settlement share. 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 the Company's calculation of Workweeks and/or Pay Periods based on the Company'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 Pay Period challenges based on your submission and on input from Class Counsel and the Company. The Administrator's decision is final and non-appealable. You can't otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. 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 doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- b. 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 EXCLUDE MYSELF FROM THE CLASS SETTLEMENT?

You will be included in the Settlement and receive the Class Member Payment portion of your Settlement Share (if any) unless you opt out of the Settlement by filling in and signing the "Request for Exclusion Form" accompanying this Notice and mailing the completed and signed form to the Settlement Administrator, postmarked no later than [45 days after mailing of Class Notice] (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than [60 days after mailing of Class Notice]).

If you request to be excluded from the Settlement by the deadline, you will be excluded from the Settlement and will not receive the Class Member Payment portion of your Settlement Share, and you will retain the right you may have, if any, to pursue a claim against the Company. However, all Aggrieved Employees (defined above) will be bound by the release of PAGA claims, and will receive the PAGA Settlement Share portion of their Settlement Share, regardless of whether they opt out of the Settlement. Attached as **Exhibit B** is the form for requesting exclusion from the Class Action Settlement. . 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 Plaintiff and the Company are asking the Court to approve. At least [16 court] days before the [redacted] Final Approval Hearing, Class Counsel and/or Plaintiff 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. 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 [redacted] or the Court's website [redacted].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for

Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. Attached as **Exhibit C** is the form for objection to the Class Action Settlement. The deadline for sending written objections to the Administrator is [REDACTED]. 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 *Ayala vs. Eisenhower Imaging Center, LLC* and include your name, current address, telephone number, and approximate dates of employment for the Company 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 on [REDACTED] at [REDACTED] in Department 1 of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ([REDACTED]) 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 the Company and Plaintiff 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 [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Riverside Superior Court website by going to <https://epublic-access.riverside.courts.ca.gov/> and entering the Case Number for the Action, Case No. CVRI2405457. You can also make an appointment to personally review court documents in the Clerk's Office at the Riverside Historic Courthouse by calling (951) 777-3147.

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

The Contact information for the Settlement Administrator is as follows:

Email Address:

Mailing Address:

Telephone:

Fax Number:

THE LAWYERS FOR THE PARTIES

Class Counsel	Counsel for Company
Joseph Lavi Vincent Granberry Lavi & Ebrahimian, LLP 8889 W. Olympic Blvd., Suite 200 Beverly Hills, CA 90211 Tel.: (310) 432-0000 Fax: (310) 432-0001 E-Mail: jlavi@lelawfirm.com vgranberry@lelawfirm.com	FITZGERALD AND MULÉ LLP David B. Mulé Jana B. FitzGerald 74770 Hwy. 111, Suite 205 Indian Wells, California 92211 Tel: (760) 325-5055 Email: dmule@fitzgeraldmulelaw.com jfitzgerald@fitzgeraldmulelaw.com

DO NOT CALL THE COURT OR THE COMPANY'S COUNSEL.

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

“EXHIBIT A”

EXHIBIT A

NOTICE OF ESTIMATED SETTLEMENT SHARE

***KRISTA AYALA V. EISENHOWER IMAGING CENTER,
LLC, Riverside County Superior Court Case No. CVPS2407870***

Please complete, sign, date, and return this Form to the Settlement Administrator, Phoenix, Inc. at [PHOENIX ADDRESS] (the “Administrator”) **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed below.

I. Please type or print your name:

(First, Middle, Last)

II. Please type or print the following if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

III. Information Used to Calculate Your Estimated Settlement Share:

According to the records of Eisenhower Imaging Center, LLC (the “Company”):

- (a) you worked [] Class Workweeks for the Company in a non-exempt position in California from October 15, 2020 through [March 13, 2026] [the date on which the number of Covered Workweeks reaches 23,682, provided it cannot be earlier than January 13, 2026].
- (b) you worked [] Pay Periods for the Company in a non-exempt position in California from October 1, 2023 through the earlier of (i) March 13, 2026; (ii) (iii) the period from October 15, 2020 through the date on which the number of Covered Workweeks reaches 23,682, provided it cannot be earlier than January 13, 2026.

Based on the above, your Class Member Payment is estimated at \$[] and your PAGA Settlement Share (your share of penalties under the Labor Code Private Attorneys General Act (“PAGA”)) is estimated at \$[].

IV. If you disagree with items (a) and/or (b) in Section III above, please explain why you disagree below and include any supporting evidence or documentation:

“EXHIBIT B”

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

KRISTA AYALA, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

EISENHOWER IMAGING CENTER,
LLC; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. CVPS2407870

CLASS AND PAGA ACTION

*[Assigned for all Purposes to: Honorable
Harold W. Hopp, Dept. 1]*

**REQUEST TO BE EXCLUDED FROM
CLASS ACTION SETTLEMENT¹**

**ONLY COMPLETE THIS FORM IF YOU *DO NOT* WANT TO RECEIVE RECOVERY
FROM THE SETTLEMENT**

Name: _____

Address: _____

Telephone: _____

Last 4 Digits of SSN: _____

I wish to be excluded from the Class Action Settlement of the case *Ayala v. Eisenhower Imaging Center, LLC* Case No. CVPS2407870, currently pending in the Superior Court of the State of California, County of Riverside. I understand by signing below I will not receive any payment from this Settlement and will not be releasing any claims at issue in this action.

Dated: _____

(signature)

If you wish to be excluded from the Settlement, please complete and sign this Request for Exclusion form and mail it to *Ayala v. Eisenhower Imaging Center, LLC*, c/o **Phoenix, Inc.** at **[PHOENIX ADDRESS]** no later than **[DATE set by Court]**.

¹ **DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A SETTLEMENT PAYMENT.**

“EXHIBIT C”

EXHIBIT C

OBJECTION TO CLASS ACTION SETTLEMENT

***KRISTA AYALA V. EISENHOWER IMAGING CENTER,
LLC, Riverside County Superior Court Case No. CVPS2407870***

**ONLY COMPLETE THIS FORM IF YOU WISH TO OBJECT TO THE PROPOSED
CLASS ACTION SETTLEMENT. THIS IS NOT AN “OPT-OUT” FORM.**

If you choose, you may object to the proposed Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval of the Settlement, you will get your Settlement Payments as described in the Notice of Class Action Settlement, and the release of claims will apply to you.

If you wish to object to the Class Action Settlement, please complete and sign this form, and mail or deliver it to *Ayala v. Eisenhower Imaging Center*, c/o **Phoenix, Inc. at [PHOENIX ADDRESS]**, no later than **[DATE set by Court]**. Please note you have a right to appear at the Final Approval Hearing, with or without an attorney, and have your objection(s) heard by the Court.

Name: _____

Address: _____

Telephone: _____

Last 4 Digits of SSN: _____

I OBJECT TO THE PROPOSED CLASS SETTLEMENT REACHED IN AYALA V. EISENHOWER IMAGING CENTER, LLC, SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE, CASE NO. CVPS2407870. THE BASIS FOR MY OBJECTION IS AS FOLLOWS:

_____.

Number of additional pages attached: _____

Dated: _____

(signature)