

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

STEPHEN T. TREMBLEY, an individual, on
behalf of himself, all others similarly situated,
and the State of California,

Plaintiff,

vs.

LITTLE SISTER OC, LLC, a California limited
liability company,

Defendant.

Case No. 30-2023-01308822-CU-OE-CXC

Assigned To:

Hon. Melissa R. McCormick

Dept.: CX105

**ORDER GRANTING MOTION FOR
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

1 On August 21, 2025, at 2:00 p.m. in Department CX105, Plaintiff Stephen T. Trembley's
2 ("Plaintiff") Motion for Approval of PAGA Settlement ("Settlement Agreement") entered into by
3 and between Plaintiff, on behalf of himself, the State of California, and all aggrieved employees
4 ("Aggrieved Employees"), and Defendant Little Sister OC, LLC ("Defendant") (Plaintiff and
5 Defendant collectively referred to herein as "the Parties"), came before the Court for hearing
6 pursuant to the Private Attorney General Act ("PAGA"), California Labor Code § 2698 *et seq.*
7

8 Having considered the Motion and supporting and supplemental papers, the Settlement
9 Agreement (attached hereto as **Exhibit A**), the Amendment to the Settlement Agreement
10 ("Amendment," attached hereto as **Exhibit B**) (together, the Settlement Agreement and the
11 Amendment are the "Settlement Agreement" or the "Settlement"), and the Notice of PAGA
12 Settlement ("PAGA Notice," attached hereto as **Exhibit C**), Plaintiff's Motion is GRANTED.

13 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

14 1. This Order incorporates the Settlement Agreement entered into between
15 Plaintiff, on behalf of himself, Aggrieved Employees, and the State of California, on the one
16 hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms
17 used herein shall have the same meaning as defined in the Settlement Agreement. The Court
18 has jurisdiction over the subject matter of this lawsuit and all matters relating thereto and over
19 all parties to the Action.

20 2. Aggrieved Employees are defined as "all current and former non-exempt
21 employees who are or were employed by Defendant in California as servers and bussers and
22 related positions during the PAGA Period (or if any such person is incompetent, deceased, or
23 unavailable due to military service, the person's legal representative or successor in interest
24 evidenced by reasonable verification)." "PAGA Period" means the period from December 19,
25 2021 through February 13, 2024.

26 3. The Court has considered the nature of the claims, the amount to be paid in
27 settlement, which is \$100,000.00 ("Gross Settlement Amount"), the allocation of settlement
28 proceeds among the Aggrieved Employees, and the fact that a Settlement represents a

1 compromise of the Parties' respective positions rather than the result of a finding of liability at
2 trial. The Court hereby finds the Settlement is fair to those affected. The Court approves the
3 Settlement as set forth in the Settlement Agreement and orders the Parties to effectuate the
4 Settlement Agreement according to its terms.

5 4. Effective on the date when Defendant fully funds the entire Gross Settlement
6 Amount, Plaintiff and the Aggrieved Employees shall be bound by the releases set forth in the
7 Settlement Agreement.

8 5. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. and
9 David Yeremian & Associates, Inc. as PAGA Counsel for settlement purposes.

10 8. Pursuant to the terms of the Settlement, the Court awards a PAGA Counsel Fees
11 Payment in the amount of **\$30,000.00**, to be paid out of the Gross Settlement Amount, as final
12 payment for and satisfaction of any and all attorneys' fees arising out of the Action.

13 9. The Court awards a PAGA Counsel Litigation Expenses Payment in the amount
14 of **\$18,247.91**, to be paid out of the Gross Settlement Amount, as final payment for and complete
15 satisfaction of any and all attorneys' costs arising out of the Action.

16 10. The Court appoints ILYM Group, Inc. ("ILYM") to serve as the Administrator.
17 Furthermore, pursuant to the terms of the Settlement, the Court awards administration-related
18 payments in the amount of **\$5,000.00** as compensation for its fees and costs in administering this
19 Settlement. This amount is to be paid out of the Gross Settlement Amount.

20 11. ILYM is ordered to make disbursements in accordance with the terms of the
21 Settlement Agreement.

22 12. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of
23 approximately **\$46,752.09** shall be allocated as follows: 75% (**\$35,064.07**) allocated to the
24 LWDA ("LWDA PAGA Payment") and 25% (**\$11,688.02**) allocated to the Aggrieved
25 Employees ("Individual PAGA Payments") and will be paid out pursuant to the method set forth
26 in the Settlement Agreement for calculating Individual PAGA Payments.

27 13. The court approves the Notice attached hereto as Exhibit C.

28 14. Notice of entry of this Order and Judgment shall be given to the Aggrieved

1 Employees by posting a copy of the Order and Judgment on the Administrator's website for a
2 period of at least 180 calendar days after the date of entry of this Order and Judgment.

3 15. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
4 purposes of supervising the implementation, enforcement, construction, administration, and
5 interpretation of the Settlement Agreement and this Judgment pursuant to Civil Procedure Code
6 section 664.6.

7 16. The Court hereby enters Judgment of the entire Action for the reasons set forth
8 above and upon the terms set forth in the Settlement Agreement.

9 17. This Judgment is intended to be a final disposition of the above-captioned action
10 in its entirety and is intended to be immediately appealable.

11 18. The final accounting hearing will be held on April 30, 2026 at 9:00 a.m. in
12 Department CX105. Class Counsel shall submit a final administrator's report at least 9 court
13 days before the hearing addressing the status of the settlement administration, including the
14 actual amounts paid to the Aggrieved Employees and the other amounts distributed under the
15 settlement, including any uncashed checks.

16 **IT IS SO ORDERED, AJUDGED AND DECREED.**

17
18
19 DATED: August 26, 2025



20 _____
Melissa R. McCormick
21 Judge of the Superior Court
22
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EXHIBIT A

1 D.LAW, INC.
Emil Davtyan (SBN 299363)
2 Emil@d.law
David Yeremian (SBN 226337)
3 d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
4 a.lindsay@d.law
880 E Broadway
5 Glendale, CA 91205
Telephone: (818) 962-6465
6 Fax: (818) 962-6469

7 DAVID YEREMIAN & ASSOCIATES, INC.
David Yeremian (SBN 226337)
8 david@yeremianlaw.com
880 E Broadway
9 Glendale, CA 91205
Telephone: (818) 962-6465
10 Fax: (818) 962-6469
Attorneys for Plaintiff STEPHEN T. TREMBLEY,
11 on behalf of himself and all others similarly aggrieved

12 RAINES FELDMAN
Beth Schroeder (SBN 119504)
13 Matthew Pate (SBN 317136)
mpate@raineslaw.com
14 1800 Avenue of the Stars, 12th Floor
Los Angeles, California 90067
15 Telephone: (310) 440-4100
Facsimile: (310) 691-1367
16 Attorneys for Defendant, LITTLE SISTER OC, LLC

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **FOR THE COUNTY OF ORANGE**

19 STEPHEN T. TREMBLEY, an individual,
20 on behalf of himself and others similarly
situated,

21 Plaintiff,

22 vs.

23
24 LITTLE SISTER OC, LLC, a California
corporation; and DOES 1 through 50,
25 inclusive,

26 Defendants.
27
28

Case No.: 30-2023-01308822-CU-OE-CXC

REPRESENTATIVE PAGA ACTION

Assigned for All Purposes To:

Hon. Peter Wilson

Dept.: CX101

PAGA SETTLEMENT AGREEMENT

PAGA Only Complaint Filed: February 16, 2022
Trial Date: None Set

1 This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff
2 STEPHEN T.TREMBLEY (“Plaintiff”) and defendant LITTLE SISTER OC, LLC (“Defendant”).
3 The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as
4 “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations
7 against Defendant captioned *Stephen T. Trembley v. Little Sister OC, LLC*, Orange County
8 Superior Court Case No. 30-2023-01308822-CU-OE-CXC, initiated on February 16, 2022 and
9 pending in Superior Court of the State of California, County of Orange.

10 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to
11 appoint to administer the Settlement.

12 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
13 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
14 with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of
15 this Settlement.

16 1.4. “Aggrieved Employee” means all current and former non-exempt employees who are
17 or were employed by Defendant in California as servers and bussers and related positions during
18 the PAGA Period (or if any such person is incompetent, deceased, or unavailable due to military
19 service, the person’s legal representative or successor in interest evidenced by reasonable
20 verification).

21 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
22 Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address,
23 Social Security number, and number of PAGA Pay Periods.

24 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and
25 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
26 methods and means including, but not limited to, the National Change of Address database, skip
27 traces, and direct contact by the Administrator with Aggrieved Employees.

28 1.7. “Court” means the Superior Court of California, County of Orange.

1 1.8. "Defense Counsel" means Beth Schroeder and Matthew Pate of Raines Feldman
2 Littrell LLP.

3 1.9. "Effective Date" means the date by when both of the following have occurred: (a) the
4 Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is
5 final. The Judgment is final as of the later of the following occurrences: (a) the day the Court
6 enters Judgment; and (b) the day the Court enters its Order Granting Approval to this PAGA
7 Settlement.

8 1.10. "Gross Settlement Amount" means \$100,000.00, which is the total amount
9 Defendant agrees to pay to settle the PAGA Representative Action under the Settlement except as
10 provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual
11 PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel
12 Litigation Expenses Payment, and the Administrator's Expenses Payment.

13 1.11. "Individual PAGA Payments" means the Aggrieved Employees' pro rata shares of
14 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
15 Employee worked during the PAGA Period.

16 1.12. "Judgment" means the judgment entered by the Court based upon the Approval
17 Order.

18 1.13. "LWDA" means the California Labor and Workforce Development Agency, as set
19 forth in Labor Code section 2699, subd. (i).

20 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
21 under Labor Code section 2699, subd. (i).

22 1.15. "Net Settlement Amount" is the fund remaining after approved deducted allocations.
23 The Net Settlement Amount is calculated by taking the Gross Settlement Amount and subtracting
24 the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment,
25 PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the
26 LWDA PAGA Payment. The resulting Net Settlement Amount is used to pay Individual PAGA
27 Payments to Aggrieved Employees on a *pro rata* basis.

28

1 1.16. "PAGA Counsel" means David Yeremian of David Yeremian & Associates, Inc., and
2 Emil Davtyan and Alvin B. Lindsay of D.Law, Inc., the attorneys representing the Plaintiff in the
3 Action.

4 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"
5 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees
6 and expenses, respectively, incurred to prosecute the Action.

7 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
8 worked for Defendant for at least one day during the PAGA Period.

9 1.19. "PAGA Period" means the period from December 19, 2021 through February 13,
10 2024 or the date of entry of an Order granting approval to the Settlement, whichever is sooner.

11 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

12 1.21. "PAGA Notice" means Plaintiff's PAGA Notice letter to Defendant and the LWDA
13 submitted on December 13, 2022 (LWDA-CM-924212-22) providing notice pursuant to Labor
14 Code section 2699.3, subd. (a).

15 1.22. "PAGA Penalties" means the Gross Settlement Amount minus the approved PAGA
16 Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration
17 Expenses Payment. The PAGA Penalties consist of the Individual Settlement Payments to be paid
18 to the Aggrieved Employees from 25% of the total PAGA Penalties, and the LWDA PAGA
19 Payment, which is 75% of the PAGA Penalties and will be paid to the LWDA. If the allocations
20 provided herein are approved, the PAGA Penalties will total \$50,000.00, meaning \$12,500.00 will
21 be paid to the Aggrieved employees as Individual Settlement Payments and \$37,500.00 will be
22 paid to the LWDA.

23 1.23. "Plaintiff" means Stephen Trembley, the named plaintiff in the Action.

24 1.24. "Approval Order" means the Court Order Granting Approval of the PAGA
25 Settlement.

26 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and
27 PAGA Counsel and as described in Paragraph 5 below.

1 1.26. "Released Parties" means: Defendant and each of its former and present directors,
2 officers, managing agents, shareholders, owners, members, attorneys, employees, managers,
3 insurers, predecessors, successors, assigns, subsidiaries, parent companies, and affiliated entities
4 and individuals.

5 1.27. "Settlement" means the disposition of the Action effected by this Agreement and the
6 Judgment.

7 1.28. "Defendant" means the named defendant, Little Sisters OC, LLC.

8 **2. RECITALS.**

9 2.1. On February 16, 2023, Plaintiff commenced this Action by filing an individual and
10 Representative PAGA Action Complaint alleging causes of action on behalf of all similarly
11 situated resident servers and bussers and related positions against Defendant for: (1) Failure to Pay
12 Minimum Wages and for all hours worked; (2) Failure to Pay Wages and Overtime Under Labor
13 Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under
14 Labor Code § 226.7; (5) Violation of Labor Code § 226(a); Violation of Labor Code § 221; (6)
15 Violation of Labor Code § 204; (7) Violation of Labor Code § 201, § 202, § 203; (8) Violation of
16 Labor Code § 2810.5; and (9) Failure to Reimburse under Labor Code § 2802. The Parties
17 scheduled a mediation with Steven Serratore, Esq. of Serratore Law to take place on December 15,
18 2023 to explore an early resolution to this matter, and the Parties submitted a joint stipulation
19 agreeing to a stay without prejudice, which the court granted in an Order entered on May 30, 2023.
20 The Parties agreed to and undertook an exchange of documents and information to facilitate
21 mediation. Following mediation on December 15, 2023, the Parties agreed to the general terms of
22 a PAGA-only settlement. Defendant denies the allegations in the Complaint, denies any failure to
23 comply with the laws identified in the Complaint, and denies any and all liability for the causes of
24 action alleged.

25 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice
26 to Defendant and the LWDA by sending and submitting the PAGA Notice on December 13, 2022
27 (LWDA-CM-924212-22).

1 2.3. On December 15, 2023, the Parties participated in an all-day mediation presided over
2 by Steven Serratore, Esq., which led to this Agreement to settle the Action. The parties are also
3 entering into a separate individual settlement agreement (the "Separate Individual Settlement
4 Agreement") addressing the general release Plaintiff is providing to Defendant and the related
5 consideration.

6 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the production of
7 relevant policy, timekeeping, and related documents along with numbers of aggrieved employees
8 and other data to provide the Parties' counsel with sufficient information on their claims and
9 defenses to discuss potential penalty exposure and good faith bases for reduction. In other words,
10 negotiations were at arms' length and facilitated by a respected third-party neutral mediator.

11 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of
12 any other pending matter or action asserting claims that will be extinguished or affected by the
13 Settlement.

14 **3. MONETARY TERMS.**

15 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
16 Defendant promises to pay \$100,000.00 and no more as the Gross Settlement Amount. Defendant
17 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1
18 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
19 asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of
20 the Gross Settlement Amount will revert to Defendant.

21 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
22 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
23 the Court in the Approval Order:

24 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the
25 \$100,000 Gross Settlement Amount, which is currently estimated to be \$35,000.00, and a PAGA
26 Counsel Litigation Expenses Payment of not more than \$10,000.00. Defendant will not oppose
27 requests for Court approval of these payments provided that they do not exceed these amounts.
28 Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees

1 Payment and PAGA Litigation Expenses Payment in connection with the filing of the Joint
2 Stipulation for Settlement Approval or Motion for PAGA Settlement Approval. If the Court
3 approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment
4 less than the amounts requested, the Administrator will allocate the remainder to the Net
5 Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other
6 Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or
7 PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel
8 Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA
9 Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees
10 Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and
11 indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any
12 of these Payments.

13 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$5,000.00
14 except for a showing of good cause and as approved by the Court. To the extent the
15 Administration Expenses are less or the Court approves payment less than \$5,000.00, the
16 Administrator will retain the remainder in the Net Settlement Amount.

17 3.2.3. To the LWDA and Aggrieved Employees: The PAGA Penalties consist of the
18 Individual Settlement Payments to be paid to the Aggrieved Employees from 25% of the total
19 PAGA Penalties, and the LWDA PAGA Payment, which is 75% of the PAGA Penalties and will
20 be paid to the LWDA. If the allocations provided herein are approved, the PAGA Penalties will
21 total \$50,000.00, meaning \$12,500.00 will be paid to the Aggrieved employees as Individual
22 Settlement Payments and \$37,500.00 will be paid to the LWDA.

23 3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing
24 the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of
25 PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
26 multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved
27 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
28 Payment.

1 3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the
2 Administrator will adjust distributions according to the revised Net Settlement Amount. The
3 Administrator will report the Individual PAGA Payments on IRS Forms 1099.

4 **4. SETTLEMENT FUNDING AND PAYMENTS.**

5 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant
6 estimates 166 Aggrieved Employees worked approximately 3,750 pay periods during the PAGA
7 Period to date. If all allocations from the Gross Settlement are approved, with the Aggrieved
8 Employees' 25% share of PAGA Penalties estimated at \$12,500.00, the average payment to the
9 166 Aggrieved Employees is estimated to be \$75.30. In the event that the total PAGA Period Pay
10 Periods are greater than 10% more than 3,750 (the current updated pay period estimate) either the
11 Gross Settlement Amount will increase proportionately according to the percentage increase in
12 PAGA Period Pay Periods above 10% (*i.e.*, a 12% increase above 3,750 results in a 2% increase in
13 the Gross Settlement Amount) or Defendant may elect to limit the last day of the PAGA Period to
14 the date on which the PAGA Period Pay Periods reached 10% more than 3,750.

15 4.2. Aggrieved Employee Data. Within 21 days of executing this agreement, Defendant
16 will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
17 spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the
18 Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of
19 this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to
20 Administrator employees who need access to the Aggrieved Employee Data to effect and perform
21 under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it
22 discovers that the Aggrieved Employee Data omitted employee identifying information and to
23 provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without
24 any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the
25 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
26 reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee
27 Data.

1 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
2 Amount by transmitting the funds to the Administrator no later than 14 days after the Effective
3 Date.

4 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds
5 the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
6 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA
7 Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment
8 shall not precede disbursement of Individual PAGA Payments.

9 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send
10 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. After 180 days from
11 the date of mailing, the uncashed checks will be voided. The Administrator will cancel all checks
12 not cashed by the void date. Before mailing any checks, the Settlement Administrator must update
13 the recipients' mailing addresses using the National Change of Address Database.

14 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all
15 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.
16 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
17 forwarding address provided or to an address ascertained through the Aggrieved Employee
18 Address Search. The Administrator need not take further steps to deliver checks to Aggrieved
19 Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly
20 send a replacement check to any Aggrieved Employee whose original check was lost or
21 misplaced, as requested by the Aggrieved Employee prior to the void date.

22 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
23 and canceled after the void date, the Administrator shall transmit the funds to the California
24 Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

25 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer
26 any additional benefits or make any additional payments to the Aggrieved Employees (such as
27 401(k) contributions or bonuses) beyond those specified in this Agreement.

28

1 **5. RELEASES OF CLAIMS.**

2 Effective on the date when Defendant fully funds the entire Gross Settlement Amount
3 Plaintiff on behalf of the State and the Aggrieved Employees will release claims against all
4 Released Parties as follows:

5 5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses,
6 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors,
7 and assigns generally, irrevocably release and discharge Released Parties from all claims,
8 damages, penalties, liabilities, fees (including attorney's fees), costs, transactions, or occurrences
9 that occurred at any time up through the date of this Agreement, including, but not limited to: (a)
10 all claims that were, or reasonably could have been, alleged, based on the facts contained in the
11 Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any
12 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
13 benefits, disability benefits, social security benefits, or workers' compensation benefits. Plaintiff
14 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or
15 law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release
16 shall be and remain effective in all respects, notwithstanding such different or additional facts or
17 Plaintiff's discovery of them.

18 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

19 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
20 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:
21 "A general release does not extend to claims that the creditor or releasing party does not know or
22 suspect to exist in his or her favor at the time of executing the release, and that if known by him or
23 her would have materially affected his or her settlement with the debtor or Released Party."
24 Plaintiff's individual settlement agreement and general release also include a section 1542 waiver.

25 5.2 Release by Aggrieved Employees:

26 All Aggrieved Employees are deemed to release, on behalf of themselves and their
27 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
28 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or

1 reasonably could have been alleged, based on the PAGA Period facts stated in the original
2 complaint, the Operative Complaint and the PAGA Notice.

3 **5.3 Release by PAGA Counsel:**

4 PAGA Counsel releases on behalf of their present and former attorneys, employees,
5 agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in
6 connection with the Complaint and the PAGA Period facts stated in the Complaint and the PAGA
7 Notice.

8 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

9 The Parties agree to jointly prepare and file an application or motion for approval of this
10 Settlement.

11 **6.1 Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all
12 documents necessary for obtaining approval of this Settlement under Labor Code Section 2699,
13 subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a
14 signed declaration from the Administrator attaching its "not to exceed" bid for administering the
15 Settlement and attesting to its willingness to serve; competency; operative procedures for
16 protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data
17 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
18 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any
19 financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration
20 from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary
21 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
22 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
23 subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to
24 the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or
25 potential conflict of interest with Aggrieved Employees and/or the Administrator. In their
26 Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending
27 matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

1 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
2 responsible for expeditiously finalizing and filing the application or motion for approval of this
3 Settlement no later than 30 days after the full execution of this Agreement and, if necessary,
4 obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the
5 motion. PAGA Counsel is responsible for delivering the Court's approval documents to the
6 Administrator.

7 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
8 motion for approval of this Settlement and/or the supporting declarations and documents, PAGA
9 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
10 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not
11 grant the motion for approval of this Settlement or conditions its approval on any material change
12 to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on
13 behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the
14 Agreement and otherwise satisfy the Court's concerns.

15 **7. SETTLEMENT ADMINISTRATION.**

16 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to
17 serve as the Administrator and verified that, as a condition of appointment, it agrees to be bound
18 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
19 exchange for payment of Administration Expenses. The Parties and their Counsel represent that
20 they have no interest or relationship, financial or otherwise, with the Administrator other than a
21 professional relationship arising out of prior experiences administering settlements.

22 7.2 Employer Identification Number. The Administrator shall have and use its own
23 Employer Identification Number for purposes of calculating payroll tax withholdings and
24 providing reports to state and federal tax authorities.

25 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
26 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
27 section 468B-1.
28

1 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to
2 be performed or observed by the Administrator contained in this Agreement or otherwise.

3 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES**

4 Following mediation, Defendant represented that there were approximately 166 Aggrieved
5 Employees who worked during the PAGA Period in approximately 3,750 total pay periods.

6 **9. CONTINUING JURISDICTION OF THE COURT.**

7 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
8 Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
9 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
10 Judgment matters as are permitted by law.

11 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
12 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA
13 Counsel Litigation Expenses Payment, the Parties and PAGA Counsel waive all rights to appeal
14 from the Judgment, including all rights to post-judgment and appellate proceedings, the right to
15 file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
16 waiver of appeal does not include any waiver of the right to oppose such motions, writs, or
17 appeals. If another party appeals the Judgment, the Parties' obligations to perform under this
18 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
19 becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

20 **10. ADDITIONAL PROVISIONS.**

21 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This
22 Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
23 Agreement is intended or should be construed as an admission by Defendant that any of the
24 allegations in the Operative Complaint have merit or that Defendant has any liability for any
25 claims asserted; nor should it be intended or construed as an admission by Plaintiff that
26 Defendant's defenses in the Action have merit. The Parties agree that representative treatment is
27 for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement,
28 Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the

1 right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness
2 to settle the Action will have no bearing on, and will not be admissible in connection with, any
3 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

4 10.2 Integrated Agreement. Upon execution by all Parties and PAGA Counsel, this
5 Agreement together with its attached exhibits shall constitute the entire agreement between the
6 Parties relating to the Settlement, superseding any and all oral representations, warranties,
7 covenants, or inducements made to or by any Party. Provided, however, that this Agreement does
8 not supersede or replace the Separate Individual Settlement Agreement.

9 10.3 Attorney Authorization. PAGA Counsel warrants and represents that they are
10 authorized by Plaintiff, respectively, to take all appropriate action required or permitted to be
11 taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
12 documents reasonably required to effectuate the terms of this Agreement including any
13 amendments to this Agreement. Defendant represents and warrants that it has authorized its
14 counsel to take those steps reasonably necessary, and to execute attendant documents, to effectuate
15 this Agreement. Defendant further represents and warrants that its counsel has reviewed this
16 Agreement as to content and form and provided Defendant with related advice.

17 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use
18 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
19 Settlement Agreement, submitting supplemental evidence and supplementing points and
20 authorities as requested by the Court. In the event the Parties are unable to agree upon the form or
21 content of any document necessary to implement the Settlement, or on any modification of the
22 Agreement that may become necessary to implement the Settlement, the Parties will seek the
23 assistance of a mediator and/or the Court for resolution.

24 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not
25 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
26 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
27 action, or right released and discharged by the Party in this Settlement.

28

1 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel
2 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
3 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
4 CFR Part 10, as amended) or otherwise.

5 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all Parties or their
7 representatives, and approved by the Court.

8 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure
9 to the benefit of, the successors of each of the Parties.

10 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the state of California, without
12 regard to conflict of law principles.

13 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
14 of this Agreement. This Agreement will not be construed against any Party on the basis that the
15 Party was the drafter or participated in the drafting.

16 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
17 entered during the Action and in this Agreement relating to the confidentiality of information shall
18 survive the execution of this Agreement.

19 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA
20 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
21 provided to PAGA Counsel by Defendant or Defense Counsel in connection with the mediation,
22 other settlement negotiations, or in connection with the Settlement, may be used only with respect
23 to this Settlement, and no other purpose, and may not be used in any way that violates any existing
24 contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator
25 discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and
26 electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the
27 Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA
28 Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

1 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
2 inserted for convenience of reference only and does not constitute a part of this Agreement.

3 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
4 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
5 weekend or federal legal holiday, such date or deadline shall be on the first business day
6 thereafter.

7 10.15 Notice. All notices, demands, or other communications between the Parties in
8 connection with this Agreement will be in writing and deemed to have been duly given as of the
9 third business day after mailing by United States mail, or the day sent by email or messenger,
10 addressed as follows:

11 To Plaintiff:

12 D.LAW, INC.
13 Emil Davtyan (SBN 299363)
14 Emil@d.law

15 Alvin B. Lindsay (SBN 220236)
16 a.lindsay@d.law
17 880 E Broadway
18 Glendale, CA 91205
19 Telephone: (818) 962-6465
20 Fax: (818) 962-6469

21 DAVID YEREMIAN & ASSOCIATES, INC.
22 David Yeremian (SBN 226337)
23 david@yeremianlaw.com
24 880 E Broadway
25 Glendale, CA 91205
26 Telephone: (818) 962-6465
27 Fax: (818) 962-6469

28 To Defendant:

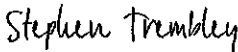
29 RAINES FELDMAN LITTRELL LLP
30 Beth Schroeder (SBN 119504)
31 bschroeder@raineslaw.com
32 Matthew Pate (SBN 317136)
33 mpate@raineslaw.com
34 1900 Avenue of the Stars, 19th Floor
35 Los Angeles, California 90067
36 Telephone: (310) 440-4100
37 Facsimile: (310) 691-1367

1 10.16 Execution in Counterparts. This Agreement may be executed in one or more
2 counterparts by facsimile, electronically (e.g., DocuSign or Adobe Sign), or email which for
3 purposes of this Agreement shall be accepted as an original. All executed counterparts and each of
4 them will be deemed to be one and the same instrument if counsel for the Parties will exchange
5 between themselves signed counterparts. Any executed counterpart will be admissible in evidence
6 to prove the existence and contents of this Agreement.

7 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
8 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
9 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
10 date to bring a case to trial under CCP section 583.310 for the period from which this Agreement
11 is fully executed through the date upon which one Party, including through its counsel, delivers
12 written notice to the other Party, including to its counsel, that it will no longer proceed with the
13 settlement process.

14
15
16 IT IS SO AGREED.

17 DocuSigned by:

18 

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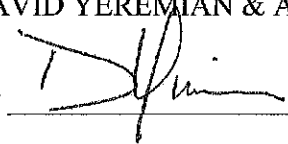
19 Plaintiff Stephen Trembley

On behalf of Defendant Little Sisters OC, LLC

20 By: _____

21 D.LAW, INC.
22 DAVID YEREMIAN & ASSOCIATES, INC.

23 By



24 David Yeremian
25 Alvin B. Lindsay
Attorneys for Plaintiff

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign or Adobe Sign), 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.

10.17 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 period from which this Agreement is fully executed through the date upon which one Party, including through its counsel, delivers written notice to the other Party, including to its counsel, that it will no longer proceed with the settlement process.

IT IS SO AGREED.

DocuSigned by:

Stephen Trembley

DB32798A54E2433...

Jed W. Sanford

Jed W. Sanford (May 7, 2024 09:28 PDT)

Plaintiff Stephen Trembley

On behalf of Defendant Little Sisters OC, LLC

By: Manager

D.LAW, INC.
DAVID YEREMIAN & ASSOCIATES, INC.

By

David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff

Pending Def Sig - PAGA Only Settlement Agreement (Trembley v. Little Sister) (10181304.1)

Final Audit Report

2024-05-07

Created:	2024-05-06
By:	Dora Melendez (dmelendez@raineslaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA684wUYD8Cu6HIVTIFW8Xv0g6PVEHrbnP

"Pending Def Sig - PAGA Only Settlement Agreement (Trembley v. Little Sister)(10181304.1)" History

-  Document created by Dora Melendez (dmelendez@raineslaw.com)
2024-05-06 - 8:49:31 PM GMT
-  Document emailed to jedwsanford@gmail.com for signature
2024-05-06 - 8:52:44 PM GMT
-  Email viewed by jedwsanford@gmail.com
2024-05-07 - 4:26:43 PM GMT
-  Signer jedwsanford@gmail.com entered name at signing as Jed w. Sanford
2024-05-07 - 4:28:23 PM GMT
-  Document e-signed by Jed w. Sanford (jedwsanford@gmail.com)
Signature Date: 2024-05-07 - 4:28:25 PM GMT - Time Source: server
-  Agreement completed.
2024-05-07 - 4:28:25 PM GMT

EXHIBIT B

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

This shall serve as an amendment to the PAGA Settlement Agreement (“Settlement Agreement”) entered into in May 2024 between Plaintiff Stephen Trembley (“Plaintiff”), individually, as a representative of the State of California and Aggrieved Employees, and Defendant Little Sister OC, LLC (“Defendant”) (Plaintiff and Defendant are collectively referred to as “the Parties”). All other settlement terms remain the same.

The following provisions of the Settlement Agreement are hereby amended and superseded as follows:

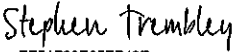
- 1.22. “PAGA Penalties” means the Gross Settlement Amount minus the approved PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The PAGA Penalties consist of the Individual Settlement Payments to be paid to the Aggrieved Employees from 25% of the total PAGA Penalties, and the LWDA PAGA Payment, which is 75% of the PAGA Penalties and will be paid to the LWDA.
- 1.26. “Released Parties” means: Defendant and each of its former and present directors, officers, managing agents, shareholders, owners, members, employees, managers, predecessors, successors, assigns, subsidiaries, and parent companies.
- 1.29. “Operative Complaint” means the complaint filed by Plaintiff in the Action on February 16, 2023.
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the \$100,000 Gross Settlement Amount, which is currently estimated to be \$35,000.00, and a PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for Court approval of these payments, provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment in connection with the filing of the Joint Stipulation for Settlement Approval or Motion for PAGA Settlement Approval. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will

allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA 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 LWDA and Aggrieved Employees: The PAGA Penalties consist of the Individual Settlement Payments to be paid to the Aggrieved Employees from 25% of the total PAGA Penalties, and the LWDA PAGA Payment, which is 75% of the PAGA Penalties and will be paid to the LWDA.
- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates 166 Aggrieved Employees worked approximately 3,750 pay periods during the PAGA Period to date. In the event that the total PAGA Period Pay Periods are greater than 10% more than 3,750 (the current updated pay period estimate) either the Gross Settlement Amount will increase proportionately according to the percentage increase in PAGA Period Pay Periods above 10% (i.e., a 12% increase above 3,750 results in a 2% increase in the Gross Settlement Amount) or Defendant may elect to limit the last day of the PAGA Period to the date on which the PAGA Period Pay Periods reached 10% more than 3,750.
- **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and the Aggrieved Employees will release claims against all Released Parties as follows:
 - 5.2 Release by Aggrieved Employees: 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

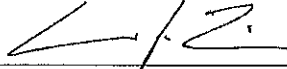
claims for civil penalties under PAGA that were alleged or reasonably could have been
alleged based on the PAGA Period facts stated in the Operative Complaint and the PAGA
Notice.

Dated: 8/7/2025

Signed by:

EE51E83E85EE40E

Stephen Trembley
Plaintiff

Dated: August 7, 2025


David Yeremian
Alvin B. Lindsay
Enoch J. Kim
Arianna Razi
D.LAW, INC.
Attorneys for Plaintiff Stephen Trembley

Dated: _____

Defendant Little Sister OC, LLC

Dated: _____

Beth Schroeder
Matthew Pate
*Attorneys for Defendant Little Sister OC,
LLC*

claims for civil penalties under PAGA that were alleged or reasonably could have been alleged based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

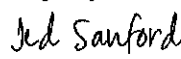
Dated: _____

Stephen Trembley
Plaintiff

Dated: _____

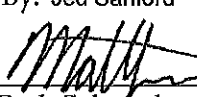
David Yermian
Alvin B. Lindsay
Enoch J. Kim
Arianna Razi
D.LAW, INC.
Attorneys for Plaintiff Stephen Trembley

Dated: 8/7/2025 _____

Signed by:


BCD19A53C2F3431...
Defendant Little Sister OC, LLC
By: Jed Sanford

Dated: August 7, 2025 _____

Beth Schroeder
Matthew Pate
Attorneys for Defendant Little Sister OC, LLC

EXHIBIT C

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Stephen T. Trembley v. Little Sister OC, LLC

Superior Court of the State of California for the County of Orange, Case No. 30-2023-01308822-CU-OE-CXC

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment from *Stephen T. Trembley v. Little Sister OC, LLC*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit ("Settlement") entitled *Stephen T. Trembley v. Little Sister OC, LLC*, Orange County Superior Court ("Court"), Case No. 30-2023-01308822-CU-OE-CXC. The Court has approved the settlement and this payment to you.

WHAT IS THE CASE ABOUT?

This case was brought by Plaintiff Stephen T. Trembley ("Plaintiff"), and filed against Little Sister OC, LLC ("Defendant") (Plaintiff and Defendant collectively referred to herein as "the Parties"), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* ("PAGA"), which permits aggrieved employees to sue their employers for Labor Code violations and seek civil penalties on behalf of the state. Plaintiff filed the lawsuit on behalf of himself, the State of California, and all persons who are employed or were previously employed by Little Sister OC, LLC, in California and are or were classified as nonexempt employees at any time during the "PAGA Period," which covers the time period of December 19, 2021 through February 13, 2024. The group of employees referenced above are called the "Aggrieved Employees," and you have been identified as an Aggrieved Employee.

In this case, Plaintiff alleged that Defendant owed civil penalties under PAGA for certain California Labor Code (the "Labor Code") violations, including (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code §§ 510 and 1198; (3) Meal Period Liability Under Labor Code §§ 226.7, 512(a), 516, and 1198; (4) Rest-Break Liability Under Labor Code §§ 226.7, 516, and 1198; (5) Violation of Labor Code §§ 226(a) and 1174; (6) Violation of Labor Code § 204; (7) Violation of Labor Code §§ 201, 202, 203; (8) Violation of Labor Code 2810.5; and (9) Failure to Reimburse Expenses under Labor Code § 2802. Plaintiff alleged Defendant failed to pay at least minimum wages and overtime wages to Aggrieved Employees for all hours worked, including off-the-clock work, failed to timely pay all wages due to Aggrieved Employees during their employment and timely upon separation from employment, failed to provide Aggrieved Employees with legally compliant meal and rest periods, failed to reimburse business expenses incurred by Aggrieved Employees, and failed to issue accurately

itemized wage statements to Aggrieved Employees. Defendant denies the allegations in the lawsuit, any failure to comply with the laws identified in the lawsuit, and any and all liability for the causes of action alleged.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

The Parties agreed to resolve the case, and as part of the Settlement, Defendant agreed to pay One Hundred Thousand Dollars and Zero Cents (\$100,000.00), which is called the Gross Settlement Amount. From the Gross Settlement Amount, and as approved by the Court, Plaintiff's counsel ("PAGA Counsel") will receive a PAGA Counsel Fees Payment of \$30,000.00 for attorneys' fees and a PAGA Counsel Litigation Expenses Payment of \$18,247.91 for litigation costs incurred in prosecuting the lawsuit. In addition, and as approved by the Court, the Settlement Administrator will receive an Administration Expenses Payment of \$5,000.00 for its services in administering the settlement. The balance of the monies, called the Net Settlement Amount, in the amount of \$46,752.09, represents the PAGA Penalties.

Under PAGA, the law requires that PAGA Penalties get divided between the California Labor and Workforce Development Agency (the "LWDA") and the Aggrieved Employees, with 75% of the settlement going to the LWDA and 25% being divided amongst the Aggrieved Employees. As a result, and as approved by the Court, \$35,064.07 will be paid to the LWDA for its share of PAGA Penalties, and \$11,688.02 will be paid to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$11,688.02) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's number of pay periods worked during the PAGA Period.

As an Aggrieved Employee, you will assume full responsibility and liability for any taxes owed on your Individual PAGA Payment. The Administrator will report all Individual PAGA Payments on IRS 1099 Forms.

The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. Defendant denies violating any laws or failing to pay any wages. Defendant contends it complied with all applicable laws.

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

The enclosed check, in the amount of \$_____, represents your Individual PAGA Payment, which is based on the number of pay periods you worked during the PAGA Period. As an Aggrieved Employee, you are legally barred from asserting any of the claims released under the Settlement. The release by Aggrieved Employees is as follows:

Release by Aggrieved Employees:

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 for civil penalties under PAGA that were alleged

or reasonably could have been alleged based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

“Released Parties” means Defendant and each of its former and present directors, officers, managing agents, shareholders, owners, members, employees, managers, predecessors, successors, assigns, subsidiaries, and parent companies.

“Operative Complaint” means the complaint filed by Plaintiff in the Action on February 16, 2023.

“PAGA Notice” means Plaintiff’s PAGA Notice letter to Defendant and the LWDA submitted on December 13, 2022 (LWDA-CM-924212-22) providing notice pursuant to Labor Code section 2699.3, subd. (a).

This release applies to you, regardless of whether you cash your check. Aggrieved Employees have no right to object to this settlement, and they cannot opt out of this settlement.

QUESTIONS?

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter) or Plaintiff’s counsel, whose contact information is as follows:

Counsel for Plaintiff:
Emil Davtyan, Esq.
David Yeremian, Esq.
Alvin B. Lindsay, Esq.
Enoch Kim, Esq.
Arianna Razi, Esq.
D.Law, Inc.
450 N. Brand Blvd., Suite 840
Glendale, California 91203

Very Truly Yours,
ILYM Group, Inc.
[INSERT CONTACT INFORMATION]

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE