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OTKUPMAN LAW FIRM, A LAW CORPORATION

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Westlake Village, CA 91362
Telephone: (818) 293-5623
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Attorneys for Plaintiff,
Anber Little, on behalf of herself and all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

ANBER LITTLE, on behalf of herself and all
others similarly situated, and on behalf of the
general public,

Plaintiff,

vs.

QUALITY MANAGEMENT GROUP, INC.,
a California Corporation, and DOES 1
through 10, inclusive,

Defendants.

CASE NO.: 30-2023-01325038-CU-OE-CXC

**SUPPLEMENTAL DECLARATION OF
ROMAN OTKUPMAN IN SUPPORT OF
PLAINTIFF ANBER LITTLE'S
UNOPPOSED MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

Date: October 8, 2026

Time: 2:00 p.m.

Dept.: CX105

Judge: Hon. Melissa R. McCormick

RESERVATION NO.: 74704442

1 Beyond the time commitment, Ms. Little assumed real and lasting personal risk by agreeing to serve
2 as the named representative: she faces the genuine prospect that future employers will decline to hire
3 her upon learning of her role in this wage and hour lawsuit, a risk she consciously accepted in order
4 to vindicate the rights of her coworkers and the State of California. This is not a case where the
5 Plaintiff had minimal involvement. Ms. Little was actively engaged throughout, provided critical
6 factual support, and shouldered the burden of representative status so that Aggrieved Employees who
7 could not come forward individually would nonetheless benefit. An enhancement of \$5,000 —
8 representing a modest premium above the standard benchmark — appropriately recognizes that
9 contribution.

10 10. Attached hereto as **Exhibit “E”** is proof of submission of the PAGA Settlement
11 Agreement, including the First Amendment to PAGA Settlement Agreement, to the LWDA.

12 11. Attached hereto as **Exhibit “F”** is proof of submission of the following documents to
13 the LWDA: Supplemental Briefing, Supplemental Declaration of Roman Otkupman and exhibits
14 thereto, Supplemental Declaration of Anber Little, Declaration of Tim Johnson, and revised Proposed
15 Order and Judgment and exhibits thereto.

16 12. Attached hereto as **Exhibit “G”** is a true and correct copy of the individual settlement
17 agreement entered into between the Parties relating to Plaintiff’s individual claims.

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

20 Executed this 4th day of September 2026 at Westlake Village, California.

21 

22
23 Roman Otkupman

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

You are receiving this Court-approved notice of a PAGA settlement because you were a non-exempt employee of Quality Management Group, Inc. at any time during the period of March 7, 2022 through April 4, 2025.

You do not need to take any action in response to this Notice.

Enclosed with this Notice is your settlement check. Please cash your settlement check promptly.

1. What is PAGA? Why Am I Getting This Notice?

PAGA is the California Labor Code Private Attorneys General Act of 2004 ("PAGA").

You are receiving this notice of a PAGA settlement (the "Settlement") between Plaintiff Anber Little ("Plaintiff") and Defendant Quality Management Group, Inc. ("Quality") in a PAGA lawsuit entitled *Anber Little v. Quality Management Group, Inc., et al.*, Orange County Superior Court Case No. 30-2023-01325038-CU-OE-CXC (the "Action" or "Lawsuit"). PAGA allows an employee, here the Plaintiff, to bring claims for alleged violations of the California Labor Code on behalf of the State of California and all alleged "Aggrieved Employees," who are all current and former non-exempt employees of Quality who worked in California at any time between March 7, 2022 through April 4, 2025 (the "PAGA Period").

On [date Court signs and enters Settlement Approval Order], the Court granted approval of the settlement and approved this notice.

Quality's employment records indicate that you meet the definition of an Aggrieved Employee. The Court directed that this Notice be sent to all Aggrieved Employees to inform you about the case and your rights. This Notice explains the Lawsuit and the Settlement, your legal rights, and what benefits are available.

2. What are the Factual Allegations of the Lawsuit?

Plaintiff alleges that Quality failed to provide non-exempt hourly employees with meal and rest periods, failed to pay minimum and overtime wages, failed to timely pay wages during employment, failed to timely pay wages upon termination, failed to furnish accurate itemized wage statements, failed to reimburse necessary business expenses, and failed to provide a safe and healthful place of employment.

Quality denies the allegations and in agreeing to this settlement, Quality does not admit to any wrongdoing.

3. What are the Released Claims?

Upon entry of an Order approving the Settlement and full payment by Defendant of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiff, will release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the PAGA Notice or the Complaint that relate to or arose during the PAGA Period. The Aggrieved Employees may not pursue the same PAGA claims in any representative capacity that are being released herein in another action. By the Judgement of the Court, the LWDA, by and through Plaintiff as an agent or proxy of the LWDA, has been deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or

~~reasonably could have been alleged in the PAGA Notice, including California Labor Code sections 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e) 201-203, 204(a), (b), 2802, 227.3, 210, 218, 222, 6400, 6401, 6403, 6404, and 6407.~~

~~The LWDA may not pursue the same PAGA claims in any representative capacity (including by and through alleged aggrieved employees) that are being released herein in another action.~~

The Released Parties means Quality and each of its former and present directors, officers, shareholders, owners, members, ~~attorneys, insurers,~~ predecessors, successors, assigns, and subsidiaries, ~~and affiliates.~~

4. What Are the Terms of the Settlement?

The Gross Settlement Amount is \$210,000.00 (the "Gross Settlement Amount"). The Gross Settlement Amount includes: (a) all Individual PAGA Payments to be paid to Aggrieved Employees ("Aggrieved Employees' Payment"); (b) a payment to the LWDA for civil penalties brought under PAGA; (c) Plaintiff's Counsel's attorney's fees equal to ~~3530%~~ of the Gross Settlement Amount (i.e., ~~\$7363,500,000.00~~) and reimbursement of litigation costs and expenses in the amount of \$11,~~717.53684.78~~; (d) Enhancement Payment to Plaintiff in the amount of \$5,000.00; and (e) the ~~reasonable fees and costs of the Settlement Administrator~~ settlement administration fees in the amount of \$3,000.00.

The Net Settlement Amount is the sum remaining after the Court-approved deductions described in the paragraph above. The Net Settlement Amount is ~~\$116,782.47~~ 127,315.22. The law requires that 75% of the Net Settlement Amount (i.e., ~~\$87,586.85~~ 95,486.42) be paid to the LWDA.

The remaining 25% of the Net Settlement Amount (i.e., ~~\$29,195.62~~ 31,828.80) will be paid out to the Aggrieved Employees. No portion of the Gross Settlement Amount will be returned to Defendant.

5. How Much Am I Receiving and How was it Calculated?

Each Aggrieved Employee receives a *pro rata* share of the PAGA Payment based on the number of pay periods the Aggrieved Employee worked for Quality as a non-exempt employee during the PAGA Period. Any pay period in which an Aggrieved Employee worked at least one day shall be counted as a pay period.

To calculate each Aggrieved Employee's Individual PAGA Payment, the Aggrieved Employees' Payment was divided by the aggregate total number of Eligible Pay Periods of all Aggrieved Employees, resulting in the "Pay Period Value." Each Aggrieved Employee's estimated Individual PAGA Payment was then calculated by multiplying his or her individual Eligible Pay Periods by the Pay Period Value.

Your Eligible Pay Periods are .

Your Individual PAGA Payment is: \$.

6. Do I have to Pay Taxes on the Settlement?

The Individual PAGA Payments are characterized as penalties rather than wages for tax purposes. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments. The Settlement Administrator will issue you an IRS Form 1099.

7. Can I Opt Out of the Settlement?

No. You cannot opt out of the Settlement or object to the Settlement.

Even if you do not cash your check, you will still be bound by the Settlement.

8. How Long Do I have to Cash the Settlement Check?

The Settlement check is valid for 180 days after they are issued. After 180 days, the Settlement check will be void. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.*

89. Where Can I get More Information?

A copy of the Complaint, Settlement, and Judgment are available on the Settlement Administrator's website at the following address: [REDACTED]. The Judgment will be posted on the Settlement Administrator's website for 180 days. You may also view these documents and other court records in the Action ~~for a fee by visiting the Court, at 751 West Santa Ana Boulevard, Santa Ana, California 92701 or 700 Civic Center Drive West, Santa Ana, California 92701, during business hours, or~~ by visiting the court's website at: <https://www.occourts.org/online-services/case-access>, clicking "Access Now" next to "Civil Case & Document Access", clicking "Accept Terms" on the following page, and then typing in the Case Number "30-2023-01325038" in the search field.

If you have any questions, you can call the settlement Administrator at [REDACTED] or send them an email at [REDACTED].

PLEASE DO NOT TELEPHONE THE COURT ABOUT THIS SETTLEMENT
The Court will not be able to assist you.

EXHIBIT B

Roman Otkupman, CSBN 249423
Roman@OLFLA.com

Nidah Farishta, CSBN 312360
Nidah@OLFLA.com

~~OTKUPMAN LAW FIRM, A LAW CORPORATION~~

~~5743 Corsa Ave., Suite 123
Westlake Village, CA 91362
Telephone: (818) 293-5623
Facsimile (888) 850-1310~~

~~Attorney for Plaintiff,~~

~~Anber Little, on behalf of herself and all others similarly situated, and on behalf of the general public~~

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

ANBER LITTLE, on behalf of herself and all
others similarly situated, and on behalf of the
general public,

Plaintiff,

vs.

QUALITY MANAGEMENT GROUP, INC.,
a California Corporation, and DOES 1
through 10, inclusive,

Defendants.

CASE NO.: 30-2023-01325038-CU-OE-CXC

[PROPOSED] ORDER AND JUDGMENT

1 [PROPOSED] ORDER AND JUDGMENT

2 Having considered the Parties' PAGA Settlement Agreement and ~~Addendum~~ Amendment
3 to PAGA Settlement Agreement thereto (collectively, the "Settlement")¹ attached hereto as Exhibit
4 A, the documents and evidence in support thereof; and recognizing the disputed factual and legal
5 issues involved in this case, the risks of further prosecution, the substantial benefits to be received
6 by Plaintiff Anber Little ("Plaintiff"), the State of California, and the Aggrieved Employees
7 pursuant to the Settlement; and the fair, reasonable, and adequate nature of the settlement obtained
8 as a result of good faith arm's-length negotiations between the Parties, the Court hereby makes a
9 final ruling that the Settlement is approved pursuant to Labor Code section 2699(1). Good cause
10 appearing therefore, the Court hereby GRANTS Approval of the Settlement of Claims under the
11 Private Attorneys General Act, and ORDERS as follows:

12 1. The "Aggrieved Employees" shall be defined as all current and former non-exempt
13 employees of Defendant who worked for Defendant in California at any time during the period
14 from March 7, 2022 to April 4, 2025.

15 2. The Court hereby approves the Settlement as fair, reasonable, and adequate, and
16 directs the Parties to effectuate the Settlement according to its terms.

17 3. Defendant Quality Management Group, Inc. ("Defendant") shall fund the Gross
18 Settlement Amount of \$210,000.00 ~~in two (2) installments. The first installment in the amount of~~
19 ~~\$150,000.00 shall be funded~~ with the Settlement Administrator no later than 30 days after the
20 Effective Date. ~~The second installment of \$85,000.00 shall be funded with the Settlement~~
21 ~~Administrator no later than six (6) months after the first installment is funded.~~

22 4. The Court hereby approves, as to the form and content, the Notice to Aggrieved
23 Employees agreed upon by the Parties and ~~included as Exhibit 8 to the Declaration of Roman~~
24 ~~Otkupman~~ attached hereto as Exhibit B.

25 5. The Court hereby appoints Simpluris as the Administrator.

26 6. The Administrator is directed to mail the Individual PAGA Payments and the Notice

27 ¹ ~~All terms used in this Order shall have the same meaning as that assigned to them in the Settlement~~
28 ~~Agreement, which is attached as Exhibit 2 to the Declaration of Roman Otkupman, submitted~~
~~concurrently with the Stipulation.~~

1 to Aggrieved Employees within 14 days of the Gross Settlement Amount being fully funded,
2 pursuant to the terms of the Settlement.

3 7. The Court finds that attorneys' fees in the amount of ~~3530~~30% of the Gross Settlement
4 Amount (\$~~7363,500000~~.00) for Plaintiff's Counsel, and reimbursement of litigation costs in the
5 amount of actual costs incurred (currently estimated to be \$11,~~717,53684.78~~) are fair, reasonable,
6 and adequate, and orders the Administrator to distribute these payments to Plaintiff's Counsel as
7 provided for in the Settlement.

8 8. The Court approves the enhancement payment to Plaintiff Anber Little in the
9 amount of \$5,000.00.

10 9. The Court orders that the Administrator shall be paid ~~up to~~ \$3,000.00 for all of its
11 work done and to be done until the completion of this matter, ~~pursuant to the bid provided by the~~
12 ~~Administrator, included as Exhibit 7 to the Declaration of Roman Otkupman filed herewith, and~~
13 ~~finds that sum appropriate.~~

14 10. The Court finds that the amount of ~~\$87,586.85~~95,486.42, representing 75% of the
15 ~~\$116,782.47~~127,315.22 allocated as PAGA civil penalties under the Settlement, to be paid to the
16 California Labor and Workforce Development Agency ("LWDA") as provided for by the
17 Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in
18 accordance with the terms of the Settlement. The remaining amount of ~~\$29,195.62~~31,828.80,
19 representing 25% of the PAGA civil penalties under the Settlement shall be distributed amongst
20 the Aggrieved Employees pursuant to the Settlement.

21 11. The Court approves the scope of the release as set forth in the Settlement. Upon
22 entry of an Order approving the Settlement and full payment by Defendant of the Gross Settlement
23 Amount, all Aggrieved Employees, including Plaintiff, will release the Released Parties from all
24 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the
25 PAGA Period facts stated in the PAGA Notice or the Complaint that relate to or arose during the
26 PAGA Period. The Aggrieved Employees may not pursue the same PAGA claims in any
27 representative capacity that are being released herein in another action~~Upon the Effective Date, the~~
28 ~~LWDA, by and through Plaintiff as an agent or proxy of the LWDA, shall be deemed to release the~~

1 ~~Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have~~
2 ~~been alleged, based on the PAGA Period facts stated in the PAGA Notice. The LWDA may not~~
3 ~~pursue the same PAGA claims in any representative capacity (including by and through alleged~~
4 ~~aggrieved employees) that are being released herein in another action.~~

5 12. Upon entry of this Order, the Court hereby enters judgment, with prejudice, for the
6 reasons described above and in accordance with the terms of the Settlement. Except as otherwise
7 provided in the Settlement, all parties shall bear their own attorneys' fees, costs, and expenses
8 incurred by them in or arising out of the lawsuit and shall not seek reimbursement thereof from the
9 Released Parties. Without affecting the finality of this Judgment and Order in any way, the Court
10 retains jurisdiction to enforce the terms of the Settlement pursuant to California Code of Civil
11 Procedure section 664.6. This Order and Judgment will be posted on the Settlement Administrator's
12 website for at least 180 days.

13
14 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

15
16
17 Dated: _____

HON. JUDGE OF THE SUPERIOR COURT

EXHIBIT C

Payment Received on AAA Case 01-23-0003-8808

noreply@adr.org <noreply@adr.org>

Wed 10/4/2023 8:58 AM

To: Brittney Heller <brittney@olfla.com>

Thank you for making the following payment to the American Arbitration Association:

Transaction ID: 044189

Case Number: 01-23-0003-8808

Party: Anber Little

Amount: \$350.00

Comments:

Please do not reply to this email. If you have any questions about this payment, please contact Employment Filing at Employmentfiling@adr.org.

Thank you.



MARSILI MEDIATION INC.
11150 W. Olympic Blvd., Suite 990
Los Angeles, CA 90064
213.389.6050
www.marsiliation.com

DATE	INVOICE #
2/12/2025	110384
DUE DATE	
3/3/2025	

BILL TO
Otkupman Law Firm, A Law Corporation c/o Roman Otkupman 5743 Corsa Ave., Suite 123 Westlake Village, CA 91362

MEDIATION DATE
4/3/2025

DESCRIPTION	AMOUNT
Plaintiff's share of Mediation services. Little v. Quality Management Group, Inc. Reference #: MM-20250304 Mediation Date: 4/3/2025	9,000.00
Make checks payable to Marsili Mediation Inc. Tax I.D.# 86-2600060	TOTAL \$9,000.00

EXHIBIT D

Anber Little v. Quality Management Group, Inc.

Counsel’s Costs

EXPENSE CATEGORY	EXPENSE
Filing Fee	\$1,951.34
Service Fee	\$169.92
PAGA Filing Fees	\$75
Filing Fees	\$138.82
Arbitration	\$350
Mediation	\$9,000
Total Expenses	\$11,684.78

EXHIBIT E

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Orange County Superior Court ▼

Court Case Number *

30-2023-01325038-CU-

Hearing Date *

05/07/2026

Hearing Time *

2:00

HH:MM

Hearing Location *

Orange County Superior C

Number of aggrieved employees *

319

Net Amount to Aggrieved Employees *

31,828.80

Gross settlement amount *

210,000.00

Gross penalty *

127,315.22

Penalties to LWDA *

95,486.42

Date of proposed settlement *

9/24/2025

Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☒ There are no other PAGA claims which may be affected by this proposed settlement.
- ☐ The proposed settlement may affect other PAGA claims.
- ☐ A Notice of Related Cases has been filed in all related actions.
- ☒ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☒ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf or .xlsx) *

 Little - PAGA ...ENDMENT.pdf

Other Attachment (if any, must be .pdf or .xlsx)

 No file chosen[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☐ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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Previous Page

Submit



Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>**Date** Fri 4/24/2026 10:20 AM**To** Gabriela Zaragoza <gabriela@olfla.com>

04/24/2026 10:20:22 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 04/24/2026 10:20:22 AM your Proposed Settlement was successfully processed for case number LWDA-CM-940548-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

EXHIBIT F

EXHIBIT G

CONFIDENTIAL SETTLEMENT AND GENERAL RELEASE AGREEMENT

This Settlement and General Release Agreement (“Agreement”) is entered into by and between Anber Little (“Little” or “Plaintiff”) on the one hand, and Quality Management Group, Inc. (“Defendant”), on the other hand (collectively referred to as “the Parties”).

RECITALS

- A. Whereas, Little was previously employed with Defendant.
- B. Whereas, Little has asserted claims arising out of her employment with Defendant, including wage and hour violations.
- C. Whereas, Little has also filed a separate PAGA lawsuit against Defendant for penalties under the Private Attorney General Act in the matter of *Anber Little, on behalf of herself and all others similarly situated, and on behalf of the general public v. Quality Management Group, Inc.*, Orange County Superior Court Case No. 30-2023-01325038-CU-OE-CXC (the “PAGA Lawsuit”). Nothing herein affects any rights or remedies that are available to Little in the PAGA lawsuit.
- D. Defendant denies all allegations and all liability of any kind asserted by Little in connection with the Action and any claims she has or could have asserted related to, arising out of, or in connection in any way with her employment with Defendant.
- E. Little and Defendant desire to fully and finally compromise, settle and release all Little’s claims including those arising out of and related to Little’s employment with Defendant and any and all other lawsuits, actions, causes of action and claims, whether in law or equity, grievances, debts, liens, contracts, agreements, promises, demands, liabilities, obligations, suits, indebtedness, controversies, losses, damages, costs, fees, expenses or harm, rights and/or charges of any kind or nature whatsoever, fixed or contingent and whether known or unknown, suspected or unsuspected, arising out of or based on any fact, matter or event which occurred prior to the date of the execution of this Agreement

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

1. **Settlement Payment.** Defendant shall pay to Little a Gross Settlement Sum in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (“Settlement Sum”). The Settlement Sum paid by Defendant is specifically in exchange for Little’s general release of all claims. The Settlement Payment shall be made payable to “Otkupman Law Firm Client Trust Account.” This amount shall be reported solely via IRS Form 1099.

The Settlement Sums described above shall be delivered to Otkupman Law Firm at 5743 Corsa Ave., Suite 123, Westlake Village, CA 91362 no later than thirty (30) days of the Effective Date

of the settlement in the PAGA lawsuit (as defined in the Settlement Agreement for the PAGA lawsuit). The term “Settlement Sum” as used herein shall refer only to the amount to be paid to Plaintiff in connection with this Agreement, this Settlement Sum excludes any settlement share she may receive in connection with the PAGA Lawsuit.

2. **Tax Payments and Indemnification.** Defendant payment to Little described above in paragraph 1 represents a compromise of Little’s claims against Defendant. Little recognizes that Defendant is not withholding any federal or state income taxes, FICA or any other type of payroll deduction from the Non-Wage Payment of the Total Settlement amount and that no FICA contribution is being made by Defendant on such payment. Little agrees that any liability for state or federal income tax payments or penalties arising from said payment shall be Little’s sole responsibility. Little agrees that Little shall be solely responsible for any taxes due as a result of this settlement payment and agrees to indemnify, defend, and hold harmless, Defendant for any tax penalties or other charges incurred as a result of any failure on Little’s part to pay the required taxes for such settlement payment, if any.

3. **Consideration.** Little understands and acknowledges that the Settlement Payment is provided solely in exchange for Little’s execution of this Agreement and the releases and terms contained herein, and that Little would not be entitled to this payment without executing this Agreement.

4. **General Release of All Claims.** Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases, waives, forever discharges and promises not to sue or otherwise institute, or cause to be instituted, any legal or administrative proceedings of any kind against: Defendant, and any and all of Defendant’s current and former: owners, officers, directors, managing agents, operators, managers, shareholders, partners, members, predecessors, successors, employees, trustees, affiliated or related companies—including DBAs, joint employers, joint venturers, payroll providers, insurers, re-insurers, benefits providers, benefit plan fiduciaries, attorneys, agents, employees, vendors, independent contractors, and assignees thereof (all collectively referred to as “Released Parties”), with respect to any and all liabilities, claims, demands, contracts, debts, obligations and causes of action of any nature, kind, and description, whether in law, equity or otherwise, whether or not now known or ascertained, which currently do or may exist, including, but not limited to, any matter, cause, or claim arising out of or related to facts or events occurring prior to the execution of this Agreement, and/or arising from and relating to Plaintiff’s employment with Defendant. This general release is not intended to affect, and does not affect, a release of any claims that may not be waived pursuant to statute or other applicable law (the “Released Claims”).

This release does not apply to any claims that cannot be released as a matter of law. Nothing in this Agreement is intended to waive claims for: (i) workers’ compensation benefits; (ii) unemployment insurance benefits; (iii) Consolidated Omnibus Budget Reconciliation Act (“COBRA”) benefits; (iv) for vested rights under ERISA-covered employee benefit plans as applicable on the date Defendant signs this Agreement; or (v) which cannot be released by private agreement. Nothing in this Release shall be construed as a basis for interfering with Plaintiff’s right to file a charge with, or participate in an investigation or proceeding conducted by the EEOC, NLRB or any other state, federal, or local government entity or agency; provided, however, if the

EEOC, DLSE or any other state, federal, or local government entity or agency commence an investigation, Little specifically waives and releases her right, if any, to recover any monetary or other benefits of any sort whatsoever arising from any such investigation and assigns her rights to recovery to Defendant.

5. **Waiver of Section 1542.** Plaintiff understands and agrees that Section 4, above, applies to all claims, whether known and unknown by her, and that if she hereafter discovers facts different from or in addition to those which she now knows or believes to be true, that all of the releases, waivers, discharges, and promises not to sue or otherwise institute legal action shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of such facts. Accordingly, Little hereby agrees she fully and forever waives any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California Civil Code which states as follows:

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

Little acknowledges the effect and import of this provision has been fully explained, and she is aware of its contents and legal effect. Accordingly, Little hereby waives and relinquishes all rights and benefits that she has or might have under section 1542 of the Civil Code of the State of California, to the full extent that she may lawfully waive all such rights and benefits pertaining to the subject matters of this Agreement. Nothing in this agreement shall affect Little's rights and remedies that she has in a PAGA lawsuit, which is being memorialized in a separate agreement. All rights in remedies in the PAGA lawsuit are expressly carved out of this agreement, notwithstanding anything to the contrary herein.

6. **No Filing or Assignment of Claims.** Excluding the claims specifically asserted in the PAGA Lawsuit, Little warrants that there has been no filing, assignment or other transfer of any interest in any claim that Little may have against Defendant.

7. **No Admission of Liability.** Little understands that Defendant wholly denies the allegations raised by Little against Defendant in this Action, and that nothing contained herein shall be deemed to be an admission by Defendant of any obligation or liability concerning the subject matter of this Agreement.

8. **Confidentiality.** Little understands and agrees that the terms of this Agreement are to remain strictly confidential and are to be made known only to Little's spouses/registered domestic partners, her attorneys, insurers, accountants, financial advisors, and/or tax preparers, and/or to government tax authorities upon request. Neither Little nor her spouses/registered domestic partners, accountants, financial advisors, or tax preparers will reveal, disclose, divulge, advertise, post on social media, or discuss, directly or indirectly, with any person or any entity, in public or in private, the manner in which the dispute has been resolved, the nature of the dispute, the Settlement Amount, or any terms of the settlement whatsoever. Any disclosure by any of the

aforementioned individuals will be deemed a breach of this provision by Little. In response to an unsolicited inquiry about the resolution of the dispute, Little may state, “The matter has been resolved.” Nothing in this agreement prevents Little from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that she has reason to believe is unlawful.

9.3 Nothing in this Agreement shall be construed to prevent disclosure of confidential information as may be required by applicable law or regulation, or pursuant to the valid order of court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order.

9.4 Nothing in this Agreement prohibits or restricts Plaintiff’s testimony in an administrative, legislative, or judicial proceeding, as requested by court order, subpoena, or written request from an administrative agency or the legislature, regarding alleged criminal conduct or alleged sexual harassment on the part of Defendant, including its employees or agents.

9.5 Nothing in this Agreement in any way prohibits or is intended to restrict or impede Plaintiff from discussing the terms and conditions of their employment with co-workers or union representatives/exercising protected rights under Section 7 of the National Labor Relations Act (“NLRA”)/exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information as permitted by law.

9. Legal Construction.

11.1 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions; each and every provision of this Agreement shall be construed as if each of the Parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

11.2 This Agreement shall be construed as though entered into and to be performed in the County of Orange, State of California. Any lawsuit, action, petition, motion, or other proceeding, including, but not limited to any lawsuit, action, petition, motion, or proceeding to interpret, construe, enforce, rescind, or revoke this Agreement shall be brought, venued, and conducted in the Superior Court of the State of California for the County of Orange. By this Agreement, the Parties each hereby consent and submit to the jurisdiction of the Superior Court of the State of California in and for the County of Orange with respect to any lawsuits, action, petition, motion, or proceeding arising out of this Agreement. The Parties further agree that this Agreement is binding and enforceable and that the Superior Court of the State of California in and for the County of Orange shall have jurisdiction to enforce the terms and conditions of this Agreement.

11.3 The paragraph and section headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Nothing in this Agreement, nor the existence of this Agreement, will be interpreted

to render Little a prevailing party for any purpose, including, but not limited to, an award of attorneys' fees and costs. The Parties agree that each Party will bear their own attorneys' fees and costs.

11.5 If a dispute arises under this Agreement in which one Party seeks to enforce its rights, the prevailing party will be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

11.6 No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver unless expressly stated in writing by the Party to be charged. In the event any one or more provisions of this Agreement shall be declared to be illegal or unenforceable, such illegality or unenforceability shall not affect the validity or the enforceability of any other provisions of this Agreement, and the illegal or invalid provisions shall be construed as limited to the minimum extent possible to cure said illegality or invalidity.

11.7 This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement pursuant to California Code of Civil Procedure section 664.6, or any other procedure permitted by law, and the provisions of the confidentiality agreement signed by the Parties relative to the negotiation of this Agreement are waived with respect to this Agreement.

11.9 If any provision of this Agreement is found by a court or arbitral authority of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, or enforceable only if modified, such finding shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect and continue to be binding on the Parties

10. **Execution in Counterpart and Email and Facsimile Signatures.** This Agreement may be executed in one or more counterparts, which shall constitute one binding agreement. Transmittal and receipt of an email or facsimile copy of this Agreement with the email or facsimile signatures shall be binding on the Parties hereto. Signature by DocuSign shall have the same force and effect as the 'wet' signatures.

11. **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of all agents, employees, officers, directors, shareholders, predecessors, successors, affiliates, assigns, executors, administrators, personal representatives, heirs and other successors in interest of the Parties hereto.

12. **California Law to Govern; Venue in California.** This Agreement shall be governed by California law. Any dispute arising under this Agreement shall be brought in Orange County, California.

13. **No Modification.** This Agreement contains the entire agreement between the Parties and may not be altered, amended, or modified in any respect, except by a writing duly executed by Little and DEFENDANT. All other prior agreements and understandings, oral agreements, and writings are expressly superseded hereby and are of no further force or effect.

14. **Opportunity to Consult Counsel.** Little agrees that Little has been given the opportunity to consult counsel regarding the contents of this Agreement, and that Little has sought the advice of counsel to the extent Little believes it necessary to do so prior to entering into this Agreement.

15. **Voluntary and Knowing Execution.** The Parties acknowledge that they each have the right to enter into this Agreement, and that they each enter into this Agreement knowingly and voluntarily, with full understanding of its terms.

SIGNATURES

DATED: 08 / 20 / 2025 _____



Anber Little

DATED: _____

Quality Management Group, Inc.

By:

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SIGNATURES

DATED: 08 / 20 / 2025



Anber Little

DATED: 9/22/25



Quality Management Group, Inc.

By: