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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

**SUPPLEMENTAL BRIEFING 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

[Filed concurrently with Supplemental Declaration of Roman Otkupman; Supplemental Declaration of Plaintiff Anber Little; Declaration of Tim Johnson; and Revised [Proposed] Order and Judgment]

SUPPLEMENTAL BRIEFING

On January 8, 2026, this Court issued an Order on Plaintiff's Motion for Approval of PAGA Settlement outlining a number of concerns that must be addressed. These concerns are addressed herein.

SETTLEMENT

1. What is the status of Little v. Quality Management Group, Inc., Case No. 2023-01312023?

The class action claims in Case No. 2023-01312023 were dismissed without prejudice by this Court on August 10, 2023. The Parties have reached a settlement of Plaintiff's individual claims and Plaintiff will file a request for dismissal with prejudice of her remaining individual claims in the 2023-01312023 case, after the individual settlement payment conditions are met. The Parties anticipate that the dismissal will be filed approximately 30 days after approval of the PAGA Settlement.

2. How many aggrieved employees are there?

319.

3. The Parties should provide the estimated average, high, and low Individual PAGA payments.

Defendant's counsel has provided the following estimated calculations: the estimated average Individual PAGA Payment is ~\$99.67. The estimated highest Individual PAGA Payment is ~\$328.05. The estimated lowest Individual PAGA Payment is ~\$4.05.

4. Plaintiff should state her anticipated total amount to be received (including for any individual claims and excluding any enhancement payment). Plaintiff should also submit to the court a copy of the "separate agreement" referred to in paragraph 5.1 of the settlement agreement.

The separate confidential individual settlement agreement relating to Plaintiff's individual claims is being submitted with the Supplemental Declaration of Roman Otkupman (See ¶ 12, Exhibit G). Defendant's counsel has provided that Plaintiff's total anticipated amount to be received as an aggrieved employee is ~\$4.05, which represents the one pay period Plaintiff worked during the PAGA Period.

5. Paragraphs 1.10 and 1.15 are inconsistent, as only one states that Plaintiff's enhancement fee will be paid from the settlement funds.

Paragraph 1.10 has been revised to state that Plaintiff's enhancement fee will be paid from

1 the settlement funds. (See First Amendment to PAGA Settlement Agreement, which is attached
2 together with the PAGA Settlement Agreement as Exhibit A to the revised Proposed Order and
3 Judgment.)

4 **6. The “Released Parties” provision in paragraph 1.26 is overbroad. It includes**
5 **unrelated, ambiguous and/or unidentified third parties such as “attorneys, insurers” and**
6 **“affiliates.”**

7 Paragraph 1.26 has been revised to remove the following: attorneys, insurers, and affiliates.
(See First Amendment to PAGA Settlement Agreement.)

8 **7. Why is Defendant paying the Gross Settlement Amount in installments? If that**
9 **is due to Defendant’s financial condition, the Parties must submit evidence of Defendant’s**
10 **financial condition, such as cash flow statements, profit and loss statements and a balance**
11 **sheet.**

12 The Parties have agreed that Defendant will pay the Gross Settlement in one lump sum
13 payment as opposed to installments and the Settlement Agreement has been revised to state the same.
(See First Amendment to PAGA Settlement Agreement.)

14 **8. The Settlement Agreement states the Gross Settlement Amount is \$210,000 and**
15 **that various deductions will be made from it. Paragraph 1.15 states that the Individual PAGA**
16 **Payments will be deducted from the Gross Settlement Amount, and that the remainder after**
17 **deductions for the Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel**
18 **Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administration Expenses**
19 **Payment, and Plaintiff’s enhancement fee will be paid to Aggrieved Employees as Individual**
20 **PAGA Payments. How can the Individual PAGA Payments both be deducted from the Gross**
21 **Settlement Amount and also paid as a remainder after that deduction (and others)?**

22 Paragraph 1.15 has been revised to state that the Net Settlement Amount means “the Gross
23 Settlement Amount, less the following payments in the amounts approved by the Court: PAGA
24 Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administration Expenses
25 Payment, and Plaintiff’s enhancement fee. The remainder constitutes PAGA Penalties.” (See First
26 Amendment to PAGA Settlement Agreement.)

27 **9. The Addendum to the Settlement Agreement which appears intended to address**
28 **errors in paragraphs 3.2.3 and 3.3 of the Settlement Agreement must be signed by the Parties.**

The Parties have executed a First Amendment to PAGA Settlement Agreement and have
included the revisions made in the Addendum. The First Amendment to PAGA Settlement

Agreement has been signed by the Parties and supersedes the Addendum.

10. Paragraph 5 does not contain a release of claims by the Aggrieved Employees. Is that the Parties' intent? In addition, the first sentence of paragraph 5 states that only Plaintiff and PAGA Counsel will provide releases. Is that the Parties' intent? The Parties should provide legal authority for paragraph 5.2 or remove it. If the Parties intend paragraph 5.2 to be a release by the Aggrieved Employees, they should revise that paragraph to so state and should remove the references to the LWDA. In addition, the effective date of the release in paragraph 5.2 is inconsistent with the Effective Date stated in the first sentence of paragraph 5.

The Parties have revised paragraphs 5 and 5.2 to include a release for Aggrieved Employees, remove references to the LWDA, and correct the effective date of the release. (See First Amendment to PAGA Settlement Agreement.)

11. All Parties (including Plaintiff and Defendant) should state in separate declarations filed with the Court whether they are aware of any class, representative or other collective action in any other court that asserts claims similar to those asserted in this case (other than those asserted in Little v. Quality Management Group, Inc., Case No. 2023-01312023).

Please see Supplemental Declaration of Roman Otkupman at ¶ 3, Supplemental Declaration of Plaintiff Anber Little at ¶ 2 and Declaration of Tim Johnson at ¶ 3.

12. Plaintiff's Counsel seeks attorneys' fees totaling 35% of the Gross Settlement Amount. Absent unique circumstances, the Court is unlikely to approve an attorneys' fee award that exceeds 30% of the Gross Settlement Amount. Plaintiff's Counsel should address in the supplemental filings whether any such unique circumstances exist here.

The Parties agree to an attorneys' fee award of up to 30% of the Gross Settlement Amount. The Settlement Agreement has been revised to state the same. (See First Amendment to PAGA Settlement Agreement.)

13. Plaintiff's Counsel seeks reimbursement for \$11,717.53 in costs. Charges for "postage/FedEx" and "photocopying/printing" are not recoverable and should be removed. Plaintiff should submit invoices substantiating the arbitration and mediation charges, and should explain why the arbitration fee is properly paid from the Gross Settlement Amount.

Plaintiff's Counsel has removed charges for "postage/FedEx" and "photocopying/printing" and is submitting invoices relating to the arbitration and mediation charges. (See Supplemental

1 Declaration of Roman Otkupman at ¶¶ 6-7, Exhibits C and D.)

2 The arbitration fee is properly paid from the Gross Settlement Amount because it was a
3 necessary expense incurred to resolve the dispute on behalf of the aggrieved employees and the
4 LWDA, not a cost attributable solely to the prosecution of Plaintiff's individual claims. The
5 agreement required Plaintiff to arbitrate her individual PAGA claim. Unlike discretionary litigation
6 expenses, the arbitration proceeding was a contractually mandated prerequisite to resolution —
7 Defendant required arbitration under the operative agreement. Reimbursement from the GSA is
8 therefore appropriate because the expense directly enabled the recovery that benefits the
9 class/aggrieved employees. (Otkupman Decl., ¶ 8.)

10 **14. Plaintiff seeks an enhancement award of \$5,000. Absent unique circumstances,
11 the Court is unlikely to approve an enhancement award in excess of \$2,500.00. Plaintiff should
12 address in the supplemental filings whether any such unique circumstances exist here.**

13 Plaintiff respectfully submits that the requested \$5,000 enhancement award is warranted by
14 the contributions Plaintiff made to this litigation. Ms. Little devoted her personal time to this case
15 — time spent conferencing with counsel, gathering evidence, and preparing for mediation. Beyond
16 the time commitment, Ms. Little assumed real and lasting personal risk by agreeing to serve as the
17 named representative: she faces the genuine prospect that future employers will decline to hire her
18 upon learning of her role in this wage and hour lawsuit, a risk she consciously accepted in order to
19 vindicate the rights of her coworkers and the State of California. This is not a case where the Plaintiff
20 had minimal involvement. Ms. Little was actively engaged throughout, provided critical factual
21 support, and shouldered the burden of representative status so that Aggrieved Employees who could
22 not come forward individually would nonetheless benefit. An enhancement of \$5,000 —
23 representing a modest premium above the standard benchmark — appropriately recognizes that
24 contribution. (Otkupman Decl., ¶ 9.)

25 **NOTICE LETTER**

26 **15. The notice letter should be revised consistent with the above.**

27 The notice letter has been revised consistent with the revisions made in the First Amendment
28 to PAGA Settlement Agreement. The red-lined revised notice letter is attached as Exhibit A to the
Supplemental Declaration of Roman Otkupman and the final version of the revised notice letter is
attached as Exhibit B to the Revised Proposed Order and Judgment.

**16. The notice letter should inform the Aggrieved Employees that Defendant is
paying the Gross Settlement Amount in two payments.**

1 The Parties have agreed that Defendant will pay the Gross Settlement in one lump sum
2 payment as opposed to installments and the Settlement Agreement has been revised to state the same.
3 (See First Amendment to PAGA Settlement Agreement.)

4 **17. The effective date of the release stated in section 3 of the notice letter is
inconsistent with the settlement agreement, and must, in any event, be revised as stated above.**

5 Section 3 has been revised to be consistent with the revisions made in the First Amendment
6 to PAGA Settlement Agreement. (See revised notice letter.)

7 **18. The phrase “the reasonable fees and costs of the Settlement Administrator in
8 section 4 should be changed to “settlement administration fees.”**

9 Section 4 has been revised as such. (See revised notice letter.)

10 **19. Page 3 of the notice letter contains two section 8s.**

11 The second section 8 has been changed to section 9. (See revised notice letter.)

12 **20. In the second section 8, “Judgement” should be replaced with “Judgment.”**

13 Section 9 (previously the second section 8) has been revised as such. (See revised notice
letter.)

14 **21. The second section 8 should state that the Judgment will be posted on the
15 settlement administrator’s website for 180 days. In addition, the second sentence of the second
16 section 8 should be revised to state that case documents may be viewed on the Court’s website;
the portion of the sentence regarding visiting the Court should be removed.**

17 Section 9 (previously the second section 8) has been revised as such. (See revised notice
18 letter.)

19 **22. Should the notice letter be provided in any language other than English? If so,
20 a certified copy of the translated notice (together with an English-language copy) should be
21 attached to the Proposed Order and Judgment as an Exhibit.**

22 No other languages are needed.

PROPOSED ORDER AND JUDGMENT

23 **23. The Proposed Order and Judgment should be revised consistent with the above.**

24 The Proposed Order and Judgment has been revised consistent with the revisions made in
25 the First Amendment to PAGA Settlement Agreement. The red-lined Revised Proposed Order and
26 Judgment is attached as Exhibit B to the Supplemental Declaration of Roman Otkupman.

27 **24. Counsel information should be removed from the caption page of the Proposed
28 Order and Judgment.**

This revision has been made (See Revised Proposed Order and Judgment.)

25. The Settlement Agreement and any amendments thereto and the notice letter (in all languages) should be attached as exhibits to the proposed order and judgment. Footnote 1 should be removed, and paragraph 4 should be revised accordingly.

The PAGA Settlement Agreement and First Amendment to PAGA Settlement Agreement are attached as Exhibit A to the Proposed Order and Judgment. (See Revised Proposed Order and Judgment.)

26. The phrase “up to” in paragraph 9 should be removed and the sentence in paragraph 9 should end with “of this matter.” Everything thereafter should be removed.

This revision has been made. (See Revised Proposed Order and Judgment.)

27. The effective date of the release in paragraph 11 of the Proposed Order and Judgment is inconsistent with the Settlement Agreement and must, in any event, be revised as stated above.

Paragraph 11 has been revised to be consistent with the revisions made in the First Amendment to PAGA Settlement Agreement. (See Revised Proposed Order and Judgment.)

28. Paragraph 12 of the Proposed Order and Judgment should state that the Order and Judgment will be posted on the Settlement Administrator’s website for at least 180 days.

This revision has been made. (See Revised Proposed Order and Judgment.)

29. The last sentence of paragraph 12 should include reference to Civil Procedure Code section 664.6

This revision has been made. (See Revised Proposed Order and Judgment.)

DATED: September 4, 2026

OTKUPMAN LAW FIRM,
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By:



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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