

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JAKE STEIN and MARGARET-JESSICA
DURAN, individually, on behalf of all others
similarly situated, and on behalf of the State of
California and other aggrieved persons,

Plaintiffs,

v.

ALTERNATIVE THERAPEUTIC SOLUTIONS,
INC., a California corporation; SOUTH CORD
MANAGEMENT LLC, a California limited
liability company; CATALYST MARCH FOR
ACTION LLC, a California limited liability
company; 562 DISCOUNT MED, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 23STCV07216

*Assigned for all purposes to
Hon. Carolyn B. Kuhl
Dept. 12*

**DECLARATION OF PLAINTIFF
MARGARET-JESSICA DURAN IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: December 8, 2025
Time: 10:30 a.m.
Dept.: 12

I, Margaret-Jessica Duran, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. I submit this declaration in support of my Motion for Preliminary Approval of Class Action and PAGA Settlement.

2. I worked for defendant Alternative Therapeutic Solutions, Inc. (Defendant “ATS”) as an hourly-paid, non-exempt front desk receptionist from around September 2022 to October 2022. I also worked for Defendant Catalyst March for Action, LLC (“Defendant Catalyst March”) as a canvasser in October 2022. My job duties included, without limitation, taking phone calls, scanning ID cards, uploading medical cards from doctors, managing the customer relationship management databased, handling displays, conducting inventory counts, cleaning, monitoring the security cameras, and locking and unlocking the security doors.

3. Based on my experience and knowledge of Defendant Catalyst March’s wage and hour policies and my familiarity with its employment practices, I worked with my attorneys to bring claims on my own behalf as well as on behalf of other hourly-paid, non-exempt employees of Defendants in this lawsuit.

4. I am seeking to become a class representative in this case. I believe my experiences are similar to other hourly-paid, non-exempt employees of Defendants. I believe we were all subject to the same employment policies and practices.

5. I do not have any conflicts with other hourly-paid, non-exempt employees that would interfere with my ability to represent them. I believe I will adequately represent the hourly-paid, non-exempt employees of Defendants.

6. My interests as a named plaintiff in this case are not adverse to the interests of the other hourly-paid, non-exempt employees. I believe my interests are the same as the other employees because we were all subject to the same policies and practices and were similarly injured by Defendants’ company-wide policies and practices. I am seeking the same recovery on behalf of myself and the other employees, which is to collect unpaid wages, penalties, and interest that are owed to us by Defendants.

///

Risks, Both Financial and Otherwise, Faced in Bringing the Suit

7. Further, when I decided to become involved in this lawsuit as a class representative on behalf of other employees of Defendants and as a private attorney general for the State of California, I understood that I was not only seeking unpaid wages and penalties on behalf of myself, but also for other employees who worked for Defendants, and that by doing so, I would be delaying more immediate recovery available to me through the Labor Commissioner's office.

8. I was also made aware that being a class representative and private attorney general in an action filed on behalf of others would subject me to a stigma that is sometimes associated with those who bring these kinds of lawsuits. I was aware that, as a class representative and private attorney general, I might be responsible for some or all of Defendants' legal costs if the case was not successfully concluded. Even with knowledge of these risks, I was willing to go forward and to act on behalf of the other employees and the State of California, but I was nervous about losing and having a judgment filed against me for costs or losing job opportunities in the future.

9. I understood that there were risks involved in class and representative action lawsuits. I understood that the lawsuit could continue for several years and require my services and attention throughout the entire length of the lawsuit. I learned that even if we won at trial, the case could be further delayed by appeals.

Notoriety and Personal Difficulties Encountered

10. As a named plaintiff, I am the face of the litigation. As of the date of this declaration, the class notice will be mailed in this case to over 2,056 current and former employees of Defendants, which will inform them that I filed a class and representative action against Defendants. Exposing myself to this kind of publicity creates a risk for my future career prospects, since current and former employees of Defendants may move to different companies within the industry or may know people at other companies within the industry who may not wish to hire someone who sued her employer. I also understand that having filed this lawsuit in court means that there is now a permanent public record of this lawsuit available to the general public. Given this additional exposure, there is further risk to my future career prospects.

///

Amount of Time and Effort Spent and Duration of the Litigation

11. I have always kept the best interests of the other hourly-paid, non-exempt employees in mind while performing my duties as the named plaintiff in this case. I have been committed throughout the course of this case to vigorously prosecuting this case on behalf of myself and the other employees. I believe that I have demonstrated my ability to advocate for the interests of the other hourly-paid, non-exempt employees by initiating this lawsuit, providing documents and information to my attorneys, keeping in regular contact with my attorneys regarding the status of the case, assisting my attorneys oppose Defendants' Motion to Compel Arbitration, assisting my attorneys prepare for mediation, preparing with my attorneys for my deposition and sitting through my deposition, propounding and responding to multiple sets of written discovery, assisting my attorneys prepare/file for class certification, and reviewing the settlement agreement to make sure it was fair. I have spent a substantial amount of time and effort on this litigation. My work on this case has specifically included, among other things, searching for/gathering and providing any employment records I had to my attorneys, discussing my experiences, discussing the claims with/assisting my attorneys prepare their opposition to Defendants' motion to compel arbitration, identifying potential witnesses, having my deposition taken, reviewing and responding to discovery and data if needed, discussing my experience with/assisting my attorneys prepare for class certification, and participating in settlement discussions. After my attorneys reached a settlement in principle with Defendants, I remained actively involved by reviewing the settlement papers and contacting my counsel for updates. I estimate that since I retained my counsel in December 2022, I have spent at least 80 hours on the activities described above. And I estimate that I will spend an additional 1-5 hours assisting my attorneys through the approval process and staying up to date with the case through disbursement of the settlement checks.

Personal Benefit Received as a Result of the Litigation

12. Absent the requested service payment, the personal benefit I will receive is the same as all other employees. But unlike the other employees, who are only releasing the wage and hour claims asserted in the lawsuit, I have signed a general release of claims as to Defendants.

///

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 10/10/2025, at Los Alamitos, California.

DocuSign

4

DECLARATION OF PLAINTIFF MARGARET-JESSICA DURAN IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JAKE STEIN and MARGARET-JESSICA
DURAN, individually, on behalf of all others
similarly situated, and on behalf of the State of
California and other aggrieved persons,

Plaintiffs,

v.

ALTERNATIVE THERAPEUTIC SOLUTIONS,
INC., a California corporation; SOUTH CORD
MANAGEMENT LLC, a California limited
liability company; CATALYST MARCH FOR
ACTION LLC, a California limited liability
company; 562 DISCOUNT MED, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 23STCV07216

*Assigned for all purposes to
Hon. Carolyn B. Kuhl
Dept. 12*

**DECLARATION OF PLAINTIFF
JAKE STEIN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: December 8, 2025
Time: 10:30 a.m.
Dept.: 12

1 I, Jake Stein, declare as follows:

2 1. I have personal knowledge of the facts set forth in this declaration and could and
3 would competently testify to them under oath if called as a witness. I submit this declaration in
4 support of my Motion for Preliminary Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendants 562 Discount Med, Inc. ("Defendant 562 Discount Med,
6 Inc.) and Alternative Therapeutic Solutions, Inc. ("Defendant ATS") as an hourly-paid, non-
7 exempt dispensary manager from around November 2021 to November 2022. My job duties
8 included, without limitation, opening and closing the shop, interviewing and training
9 employees, working as a cashier, processing returns, and running errands to other stores.

10 3. Based on my experience and knowledge of Defendant ATS' wage and hour
11 policies and my familiarity with its employment practices, I worked with my attorneys to bring
12 claims on my own behalf as well as on behalf of other hourly-paid, non-exempt employees of
13 Defendants in this lawsuit.

14 4. I am seeking to become a class representative in this case. I believe my
15 experiences are similar to other hourly-paid, non-exempt employees of Defendants. I believe
16 we were all subject to the same employment policies and practices.

17 5. I do not have any conflicts with other hourly-paid, non-exempt employees that
18 would interfere with my ability to represent them. I believe I will adequately represent the
19 hourly-paid, non-exempt employees of Defendants.

20 6. My interests as a named plaintiff in this case are not adverse to the interests of
21 the other hourly-paid, non-exempt employees. I believe my interests are the same as the other
22 employees because we were all subject to the same policies and practices and were similarly
23 injured by Defendants' company-wide policies and practices. I am seeking the same recovery
24 on behalf of myself and the other employees, which is to collect unpaid wages, penalties, and
25 interest that are owed to us by Defendants.

26 **Risks, Both Financial and Otherwise, Faced in Bringing the Suit**

27 7. Further, when I decided to become involved in this lawsuit as a class representative
28 on behalf of other employees of Defendants and as a private attorney general for the State of

1 California, I understood that I was not only seeking unpaid wages and penalties on behalf of myself,
2 but also for other employees who worked for Defendants, and that by doing so, I would be delaying
3 more immediate recovery available to me through the Labor Commissioner's office.

4 8. I was also made aware that being a class representative and private attorney general
5 in an action filed on behalf of others would subject me to a stigma that is sometimes associated with
6 those who bring these kinds of lawsuits. I was aware that, as a class representative and private
7 attorney general, I might be responsible for some or all of Defendants' legal costs if the case was not
8 successfully concluded. Even with knowledge of these risks, I was willing to go forward and to act
9 on behalf of the other employees and the State of California, but I was nervous about losing and
10 having a judgment filed against me for costs or losing job opportunities in the future.

11 9. I understood that there were risks involved in class and representative action lawsuits.
12 I understood that the lawsuit could continue for several years and require my services and attention
13 throughout the entire length of the lawsuit. I learned that even if we won at trial, the case could be
14 further delayed by appeals.

15 **Notoriety and Personal Difficulties Encountered**

16 10. As a named plaintiff, I am the face of the litigation. As of the date of this declaration,
17 the class notice will be mailed in this case to over 2,056 current and former employees of Defendants,
18 which will inform them that I filed a class and representative action against Defendants. Exposing
19 myself to this kind of publicity creates a risk for my future career prospects, since current and former
20 employees of Defendants may move to different companies within the industry or may know people
21 at other companies within the industry who may not wish to hire someone who sued his employer. I
22 also understand that having filed this lawsuit in court means that there is now a permanent public
23 record of this lawsuit available to the general public. Given this additional exposure, there is further
24 risk to my future career prospects.

25 **Amount of Time and Effort Spent and Duration of the Litigation**

26 11. I have always kept the best interests of the other hourly-paid, non-exempt employees
27 in mind while performing my duties as the named plaintiff in this case. I have been committed
28 throughout the course of this case to vigorously prosecuting this case on behalf of myself and the

1 other employees. I believe that I have demonstrated my ability to advocate for the interests of the
2 other hourly-paid, non-exempt employees by initiating this lawsuit, providing documents and
3 information to my attorneys, keeping in regular contact with my attorneys regarding the status of the
4 case, assisting my attorneys oppose Defendants' Motion to Compel Arbitration, assisting my
5 attorneys prepare for mediation, preparing with my attorneys for my deposition and sitting through
6 my deposition, propounding and responding to multiple sets of written discovery, assisting my
7 attorneys prepare/file for class certification, and reviewing the settlement agreement to make sure it
8 was fair. I have spent a substantial amount of time and effort on this litigation. My work on this case
9 has specifically included, among other things, searching for/gathering and providing any
10 employment records I had to my attorneys, discussing my experiences, discussing the claims
11 with/assisting my attorneys prepare their opposition to Defendants' motion to compel arbitration,
12 identifying potential witnesses, having my deposition taken, reviewing and responding to discovery
13 and data if needed, discussing my experience with/assisting my attorneys prepare for class
14 certification, and participating in settlement discussions. After my attorneys reached a settlement in
15 principle with Defendants, I remained actively involved by reviewing the settlement papers and
16 contacting my counsel for updates. I estimate that since I retained my counsel in December 2022, I
17 have spent at least 80 hours on the activities described above. And I estimate that I will spend an
18 additional 1-5 hours assisting my attorneys through the approval process and staying up to date with
19 the case through disbursement of the settlement checks.

20 **Personal Benefit Received as a Result of the Litigation**

21 12. Absent the requested service payment, the personal benefit I will receive is the same
22 as all other employees. But unlike the other employees, who are only releasing the wage and hour
23 claims asserted in the lawsuit, I have signed a general release of claims as to Defendants.

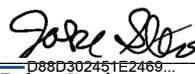
24 13. I will continue to actively participate in this lawsuit as necessary, and will continue
25 to make myself available to assist in this case moving forward as needed.

26 ///

27 ///

28 ///

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on 10/16/2025, at Long Beach, California.

3 DocuSigned by:
4 
5 D88D302451E2469...
6 Jake Stein

Jake Stein v. Alternative Therapy Solutions, Inc.
23STCV07216

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JAKE STEIN and MARGARET-JESSICA
DURAN, individually, on behalf of all others
similarly situated, and on behalf of the State of
California and other aggrieved persons,

Plaintiffs,

v.

ALTERNATIVE THERAPEUTIC SOLUTIONS,
INC., a California corporation; SOUTH CORD
MANAGEMENT LLC, a California limited
liability company; CATALYST MARCH FOR
ACTION LLC, a California limited liability
company; 562 DISCOUNT MED, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 23STCV07216

*Assigned for all purposes to
Hon. Carolyn B. Kuhl
Dept. 12*

**DECLARATION OF LISA MULLINS IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: December 8, 2025

Time: 10:30 a.m.

Dept.: 12

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2. ILYM Group has extensive experience in disseminating class action notices and administering class action settlements, including direct mail services, telephone, and web-based support, database management, opt-out processing, and settlement fund distribution services for class actions ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct copy of ILYM Group's current CV, reflecting our primary competencies as they relate to class action administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not be disclosed. ILYM Group, will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group's Security Summary and Protocol. ILYM Group is insured with E&O and Cyber Insurance policies.

4. If appointed by the Court to disseminate the class notice in this case, ILYM Group's duties will include but not limited to: (a) conducting address traces to locate class member addresses as necessary; (b) mailing the class notice to the class members; (c) handling inquiries from class members concerning the class notice; and (d) performing other such duties as the parties and/or the Court may direct.

5. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone number to receive correspondence and inquiries from class members. After receiving the class data file from Defendant, which should contain the class members' names, last known

1 addresses, and social security numbers, ILYM Group will upload the data into our database and
2 check for duplicates and other possible discrepancies.

3 6. As part of the preparation for mailing the class notice, ILYM Group will process class
4 members' names and addresses against the National Change of Address ("NCOA") database,
5 maintained by the United States Postal Service ("USPS"), for the purpose of updating and
6 confirming the mailing addresses of the class members before mailing of the class notice and opt-in
7 form. To the extent an updated address is found in the NCOA database, ILYM Group will use the
8 updated address for mailing the class notice. If ILYM Group does not locate an updated address in
9 the NCOA database, it will use the original address provided by Defendant for mailing the class
10 notice.

11 7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM
12 Group will attempt to locate an updated address using the NCOA database and/or other skip trace
13 efforts and will promptly remail the class notice.

14 8. Prior to sending out the notice, ILYM Group will fill in the specific date for the
15 deadline so that all class members will be apprised of exactly when all applicable forms will be due,
16 depending on the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file an
17 objection. At the expiration of the deadline, ILYM Group will inform all parties as to the number
18 and name of those individuals who filed a timely opt-opt, dispute or objection.

19 9. ILYM Group's Disbursement Process will include but not limited to; (a) applying for
20 the case EIN; (b) establishing Qualified Settlement Fund (["QSF"] Escrow Account), with
21 administering tasks including but not limited to overview and reconciliation of account; (c)
22 calculating the individual settlement amounts; (d) preparing, administering and distributing
23 settlement award checks to the Participating Class Members, including necessary tax forms (W2
24 and/or 1099); (e) calculating and withholding all applicable state and federal taxes; and (f)
25 performing other such duties as the Parties and/or the Courts direct. The above services are included
26 in ILYM Group's initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM
27 Group's quote for this matter.
28

1 10. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges
2 will be incurred unless the class size increases, or additional services are requested. ILYM Group's
3 fees associated with the administration of this settlement are: **\$15,950.00**.

4
5 I declare, under penalty of perjury under the laws of the United States of America and the
6 State of California that the foregoing is true and correct. Executed this 6th day of October 2025,
7 at Tustin, California.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Lisa Mullins

EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification, and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- ERISA
- TCPA
- Antitrust
- Securities

Ramirez v JC Penney.

- ERISA Case with a class size of 26,000.

Kruger, et al. v. Novant Health

- ERISA Case with a class size of \$32 million.

Abbott, et al. v. Lockheed Martin Corp.

- ERISA Case with \$62 million.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
--	-----

Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
--	-----

EXHIBIT “C”

ILYM | GROUP, Inc.

C L A S S A C T I O N A D M I N I S T R A T I O N

Case Name: Stein, et al. v. Alternative Therapeutic Solutions, Inc., et al.
Thursday, October 2, 2025

Requesting Attorney:

Aram Boyadjian, Esq.
Wilshire Law Firm, PLC
aram.boyadjian@wilshirelawfirm.com
213.381.9988

ILYM Group Contact:

Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	2,056
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$650.00
Project Management:	\$3,070.00
Notification & Mailing:	\$4,277.60
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$6,592.40
Case Conclusion:	\$1,360.00

Estimated ILYM Fees & Expenses: \$15,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Stein, et al. v. Alternative Therapeutic Solutions, Inc., et al.

Thursday, October 2, 2025

Requesting Attorney's Name: Aram Boyadjian, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
----------	-----------	-----------	--------	--------

CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	5	\$600.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$600.00	1	\$600.00
Toll Free Customer Service Representative	Flat Fee	\$700.00	1	\$700.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$3,070.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.00	2,056	\$2,056.00
USPS First Class Postage	Per Piece	\$0.75	2,056	\$1,542.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$1.50	288	\$431.76
Storage, Photocopies, Deliveries	Flat Fee	\$247.84	1	\$247.84

Subtotal \$4,277.60

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Stein, et al. v. Alternative Therapeutic Solutions, Inc., et al.

Thursday, October 2, 2025

Requesting Attorney's Name: Aram Boyadjian, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$0.80	2,056	\$1,644.80
USPS First Class Postage	Per Piece	\$0.75	2,056	\$1,542.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.00	206	\$205.60
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$6,592.40

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	3	\$360.00
Process Unclaimed Funds	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,360.00

Estimated ILYM Fees & Expenses: \$15,950.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JAKE STEIN and MARGARET-JESSICA
DURAN, individually, on behalf of all others
similarly situated, and on behalf of the State of
California and other aggrieved persons,

Plaintiffs,

v.

ALTERNATIVE THERAPEUTIC SOLUTIONS,
INC., a California corporation; SOUTH CORD
MANAGEMENT LLC, a California limited
liability company; CATALYST MARCH FOR
ACTION LLC, a California limited liability
company; 562 DISCOUNT MED, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 23STCV07216

*Assigned for all purposes to
Hon. Carolyn B. Kuhl
Dept. 12*

**DECLARATION OF JEFFREY C. BILS
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: December 8, 2025
Time: 10:30 a.m.
Dept.: 12

1 I, Jeffrey C. Bils, hereby declare as follows:

2 1. I am an attorney at law licensed to practice before all of the courts of the State of
3 California. I am a junior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiffs Jake
4 Stein (“Plaintiff Stein”) and Margaret-Jessica Duran (“Plaintiff Duran”) (collectively, “Plaintiffs”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set
5 forth herein. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of
6 Class Action and PAGA Settlement.
7

8 2. As an attorney of Plaintiffs’ counsel, I am familiar with Wilshire Law Firm’s record
9 keeping practice. As such, if called as a witness, I could and would competently testify as to the
10 identity and mode of preparation of the records that are made in the regular course of Plaintiffs’
11 counsel’s business and at or near the time of the recorded acts.

12 **Procedural History**

13 3. On April 3, 2023, Plaintiffs filed the Class Action against Defendants Alternative
14 Therapeutic Solutions, Inc.; South Cord Management LLC; Catalyst March for Action LLC; and
15 562 Discount Med, Inc. (“Defendants”) alleging: (1) failure to pay minimum and straight time
16 wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to
17 authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure
18 to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures;
19 and (8) unfair business practices.

20 4. On April 5, 2023, Plaintiffs provided written notice to the LWDA and Defendants
21 of their intention to file a Labor Code Private Attorneys General Act of 2004 (“PAGA”) claim
22 (LWDA-CM-988146-23). A true and correct copy of the notice to the LWDA is attached hereto
23 as **Exhibit 3**. The LWDA did not notify Plaintiffs that it intended to investigate. Therefore, on
24 August 8, 2023, Plaintiffs filed a First Amended Class & Representative Action Complaint adding
25 a claim for civil penalties pursuant to Labor Code § 2699, *et seq.*

26 5. On September 15, 2023, Defendants filed a Motion to Compel Arbitration. On
27 October 10, 2023, Plaintiffs filed an Opposition to Defendants’ Motion to Compel Arbitration. On
28 October 16, 2023, Defendants filed a Reply In Support of Motion to Compel Arbitration. On

1 October 23, 2023, the Court denied Defendants’ Motion to Compel Arbitration on the grounds that
2 the Court could not conclude that Plaintiff Stein, a manager, and Plaintiff Duran, a probationary
3 employee, were part of the bargaining unit subject to the Collective Bargaining Agreement
4 (“CBA”) at issue requiring individual arbitration of wage-and-hour claims. I appeared for the
5 hearing on Defendants’ Motion to Compel Arbitration, during which the Court discussed with
6 Counsel the possibility that Defendants may be able to file a future motion to deny class
7 certification as to certain putative class members based on the existence of CBAs. As such, while
8 Plaintiffs defeated this particular motion, the issue of applicability of CBAs to limit the class
9 remained unresolved, and the viability of class claims was in dispute and, frankly, in serious doubt
10 (which may then make the focus of this case shift toward possible reduced PAGA liability instead
11 of class liability).

12 6. On May 22, 2024, Plaintiffs and Defendants (collectively, the “Parties”) participated in an early private mediation with mediator Steve Cerveris, Esq. The Parties were
13 unable to reach a settlement. As such, Plaintiffs continued to prepare for class certification, and
14 the Parties engaged in extensive formal discovery (*e.g.*, multiple sets of written discovery, multiple
15 depositions, Belaire-West Notice process, etc.). For example, I took the depositions of Defendants’
16 designated person most qualified, as well as the part owner of certain of Defendants who also is
17 the founder of the Catalyst chain of retail locations, including certain of Defendants. Both
18 Plaintiffs also sat for their depositions.

19 7. On May 7, 2025, Plaintiffs filed multiple amendments to the operative complaint
20 adding 316 Florence Holdings, LLC; 1539 Manchester Holdings LLC; F2-Palm Desert, LLC;
21 HNHPC, Inc.; and Ryan Cameron Rayburn Collective, Inc., as defendants. On May 8, 2025,
22 Plaintiffs filed additional multiple Amendment to Complaint adding The Pajaro, Inc.; EEL – El
23 Monte, LLC; EEL – Pomona LLC; Catalyst – San Diego KM LLC; and Catalyst – Lancaster LLC
24 as defendants. Hereinafter, “Defendants” refers to Alternative Therapeutic Solutions, Inc.; South
25 Cord Management LLC; Catalyst March for Action LLC; 562 Discount Med, Inc.; 316 Florence
26 Holdings, LLC; 1539 Manchester Holdings LLC; F2-Palm Desert, LLC; Ryan Cameron Rayburn
27
28

1 Collective Inc.; HNHPC, Inc.; The Pajaro, Inc.; EEL – Pomona LLC; Catalyst – San Diego KM
2 LLC; EEL – El Monte, LLC; and Catalyst – Lancaster LLC.

3 8. On May 14, 2025, Plaintiffs filed a Motion for Class Certification.

4 9. During May and June of 2025, the Parties continued negotiating as to a potential
5 resolution and ultimately agreed to a settlement in principle of the entire action, although the
6 precise number of workweeks and PAGA periods was not yet determined and needed to be fleshed
7 out before a final agreement could be executed (a process that was complex and understandably
8 anticipated to take Defendants some time to determine). The negotiations were adversarial,
9 conducted at arm's length, and tempered by the efforts of both sides to serve the interests of their
10 clients.

11 10. On or around June 5, 2025, the Parties filed a Joint Stipulation Re Proposed
12 Settlement, Stay of Discovery, and Taking Class Certification Motion Off Calendar which the
13 Court granted on June 23, 2025.

14 11. The parties negotiated the terms of the Settlement over the next several months,
15 working together to finalize a long-form proposed settlement agreement to include various
16 additional Catalyst entities, and to identify additional specific information including the exact
17 number of class members, workweeks, aggrieved employees, and PAGA pay periods at issue.
18 Given the complexities and multiple entities to be subject to the proposed settlement agreement,
19 this process understandably has taken a significant amount of time to complete. On October 6,
20 2025, Defendants provided the workweek and PAGA period count to Plaintiffs. The parties
21 finalized their proposed settlement agreement on October 16, 2025. A true and correct copy of the
22 fully executed Settlement Agreement is attached hereto as **Exhibit 1**. Attached thereto as **Exhibit**
23 **A** is a true and correct copy of the Parties' proposed Class Notice.

24 12. On October 16, 2025, Plaintiffs submitted a copy of the Settlement Agreement to
25 the LWDA. A true and correct copy of the confirmation of submission my office received after
26 submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 2**.

27 ///

28 ///

Investigation and Exposure Analysis

13. Prior to attending mediation, Plaintiffs' Counsel thoroughly investigated the claims, applicable laws, and potential defenses. Plaintiffs' Counsel assessed the value to the class claims using the documents and data Defendants produced in informal and formal discovery, including class data providing the dates of employment for Class Members, Plaintiffs' personnel files, employment handbooks and policies, job descriptions, and time and payroll records. Plaintiffs' Counsel engaged an expert to quantify the potential exposure using the time and payroll records, and then assessed the risks associated with each claim meriting reductions in the likely success at class certification and likely recovery at trial. In the months following the unsuccessful mediation, Plaintiffs' Counsel obtained significant additional information through formal discovery, including written discovery and depositions.

14. The Class is readily ascertainable from Defendants' business records, because all Class Members are or were employees of Defendants. Defendants' records show that there are approximately 2,056 Class Members, making joinder of all Class Members impracticable. Further, given the size and amount of each Class Members' claim, Class Members have little incentive to litigate their claims on an individual basis because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely outweighs any potential recovery.

15. Plaintiffs have alleged that Defendants maintained common employment policies and/or practices that unlawfully deprived Class Members of wages, meal period, rest periods, reimbursements for business expenses, accurate wage statements, and timely payment of wages upon separation of employment. These allegations present common factual and legal questions of, *inter alia*, whether Defendants applied the same scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies to all Class Members, whether these policies and practices resulted in Labor Code violations, whether Defendants' conduct was intentional, and whether Class Members are entitled to damages and/or penalties. These common questions could be resolved using Class Members' time records, payroll records, testimony from Defendants' designated representative(s), and Class Members' testimony.

1 16. Although the exposure Plaintiffs' Counsel calculated is substantial, the various risks
2 at succeeding at class certification and through trial affected the valuation of the claims for
3 settlement purposes. In particular, under the CBAs that Defendants assert will govern, virtually
4 all of the proposed class members are subject to individual arbitration of their wage-and-hour
5 claims. Plaintiffs defeated Defendants' motion to compel individual arbitration only because one
6 Plaintiff was a probationary employee and the other a manager, thus arguably not part of the
7 bargaining unit. Since then, Defendants have produced updated CBAs which Defendants assert
8 clearly make probationary employees part of the bargaining unit, compounding the risk that a class
9 may not be certified. If this matter were to proceed in litigation, there is quite significant risk that
10 Defendants would prevail on a motion to limit class claims because of the CBAs, leaving this
11 action as essentially a PAGA-only matter and thus quite significantly reduced liability.

12 17. Minimum and Overtime Wages: Plaintiffs' unpaid minimum and overtime wage
13 claims were based on the allegation that Defendants required Class Members to perform work
14 duties before clocking in. Based on Plaintiffs' estimate that they worked approximately 1 hour
15 off-the-clock each week, Plaintiffs' Counsel assumed each Class Member worked 1-hour off-the-
16 clock per week in calculating potential exposure to be approximately \$2,529,892 for these claims
17 (calculated as \$19.83/hour x 127,579 workweeks). However, Defendants argued that any off-the-
18 clock time was undocumented and unknown to Defendants, and that Defendants therefore were
19 not obligated to pay for this time. Defendants further argued that Class Members were not required
20 to monitor their cell phones while they were off the clock to view Whats App messages sent by
21 Defendants — which is a significant theory of recovery for off-the-clock claims — and therefore
22 Class Members are not owed compensation for any time they spent off-the-clock looking at Whats
23 App messages. Because this claim would have relied heavily on Class Member testimony and
24 would not be evidenced in Defendant's time and payroll records, the risk of not succeeding at class
25 certification was quite substantial. Under these circumstances, finding a predominance of evidence
26 supporting common issues, and uniformity sufficient for class certification, would have presented
27 serious challenges. Further, as noted, Defendants have argued that the vast majority of class
28 members are required to submit their claims in individual arbitrations, which only increases the

1 risk that class claims on these causes of action may fail. Accordingly, Plaintiffs' Counsel applied
2 a risk discount based on a 10% chance of succeeding at class certification and a 50% chance of
3 succeeding at trial on the merits, yielding a realistic damage estimate of approximately
4 \$126,494.60 (calculated as \$2,529,892 x 10% x 50%), or approximately 42% of the Gross
5 Settlement Amount.

6 18. Meal Periods: Plaintiffs' meal period claim was based on the allegation that
7 Defendants failed to maintain a policy and practice of paying meal period premiums when Class
8 Members' meal periods were late, short, or missed. Plaintiffs' meal period claim was further based
9 on the allegation that Defendants interrupted meal periods by sending Whats App messages, which
10 Class Members received, at all hours without regard to whether Class Members were on the clock.
11 As noted, Defendants argued that Class Members were not required to monitor their cell phones
12 while they were off the clock to view Whats App messages sent by Defendants, therefore Class
13 Members are not owed compensation for any time they spent off-the-clock looking at Whats App
14 messages. Defendants have argued that any such time spent during meal periods was voluntary.
15 Further, as noted, Defendants have argued that the vast majority of class members are required to
16 submit their claims in individual arbitrations, which only increases the risk that class claims on
17 these causes of action may fail. These circumstances and pose significant challenges to
18 establishing a predominance of evidence supporting common issues, and uniformity sufficient for
19 class certification. In light of all this, for this claim, Plaintiffs' Counsel assumed a 50% violation
20 rate and calculated potential exposure to be approximately \$632,473 (calculated as \$19.83/hour x
21 127,579 workweeks x 25%). However, in light of the significant hurdles, including the potential
22 for Defendants to attack class certification based on the CBAs, Plaintiffs' Counsel applied a risk
23 discount based on a 10% chance of succeeding at class certification and a 50% chance of
24 succeeding at trial on the merits, yielding a realistic damage estimate of approximately \$31,622
25 (calculated as \$632,473 x 10% x 50%), or approximately 10.5% of the Gross Settlement Amount.

26 19. Rest Breaks: Similar to the meal break claim, Plaintiffs' rest break claim was based
27 on the allegation that Defendants failed to provide Class Members rest periods and/or unlawfully
28 told Class Members to combine their rest and meal breaks. Plaintiffs' rest break claim also was

1 based on time records of rest breaks that were produced for some Defendants. Based on these time
2 records, Plaintiffs' Counsel applied a 60.9% violation rate to all shifts over 3.5 hours and calculated
3 a potential exposure of \$1,540,704 (calculated as \$19.83/hour x 127,579 workweeks X 60.9%).
4 Defendants have argued that any time spent working during rest periods was voluntary.
5 Defendants also argued that rest breaks were actually taken even if not recorded. Further, as noted,
6 Defendants have argued that the vast majority of class members are required to submit their claims
7 in individual arbitrations, which only increases the risk that class claims on these causes of action
8 may fail. Because this claim would have relied substantially on Class Member testimony, and in
9 light of the CBAs and other defenses asserted, and because finding a predominance of evidence
10 supporting common issues, and uniformity sufficient for class certification, would have presented
11 serious challenges, Plaintiffs' Counsel applied a risk discount based on a 10% chance of succeeding
12 at class certification and a 50% chance of succeeding at trial on the merits, yielding a realistic
13 damage estimate of approximately \$77,035 (calculated as \$1,540,704 x 10% x 50%), or
14 approximately 25.7% of the Gross Settlement Amount.

15 20. Reimbursements: Plaintiffs' reimbursement claim was based on the allegation that
16 Defendants required Class Members to use their personal cell phones to carry out their job duties.
17 This claim also is based on large part on the allegation that Class Members were required to
18 monitor their devices to view Defendants' Whats App messages. Defendants argued that Class
19 Members were not so required, and further, Defendants implemented a stipend of \$5 per month in
20 July of 2024 to reimburse for cell phone use. Once again, class certification and liability on this
21 issue faced significant hurdles including because anecdotal evidence would be required and
22 difficult to obtain on a uniform basis. Further, as noted, Defendants have argued that the vast
23 majority of class members are required to submit their claims in individual arbitrations, which only
24 increases the risk that class claims on these causes of action may fail. Based on Plaintiffs' expert's
25 observation that the average American business reimburses employees for \$40 per month for cell
26 phone plans when employees use their own personal cell phones for work, Plaintiffs' Counsel
27 assumed each Class Member incurred \$40 in unreimbursed expenses per month in calculating
28 potential exposure to be approximately \$1,275,790 (calculated as \$40/month x 127,579 workweeks

1 / 4 weeks in a month). Further, as noted, Defendants have argued that the vast majority of class
2 members are required to submit their claims in individual arbitrations, which only increases the
3 risk that class claims on these causes of action may fail. This claim also presents significant hurdles
4 to establish a predominance of evidence supporting common issues, and uniformity sufficient for
5 class certification. In light of these issues, the CBAs, and other defenses asserted, Plaintiffs’
6 Counsel applied a risk discount based on a 10% chance of succeeding at class certification and a
7 50% chance of succeeding at trial on the merits, yielding a realistic damage estimate of
8 approximately \$63,789.50 (calculated as \$1,275,790 x 10% x 50%), or approximately 21.3% of
9 the Gross Settlement Amount

10 21. Derivative Penalties: Plaintiffs alleged that as a result of Defendants’ alleged failure
11 to pay all wages and meal and rest period premiums owed, Defendants owed waiting time penalties
12 and wage statement penalties. However, Defendants argued that it had good faith defenses that
13 made the imposition of these penalties unwarranted. Moreover, Plaintiffs could not recover these
14 penalties if they failed to prove the underlying claims. As such, the very same issues as to
15 predominance and uniformity sufficient for class certification pose significant challenges. In light
16 of the CBAs and other defenses asserted for the predicate claims, as discussed above, this is
17 significant risk that a class may not be certified. Plaintiffs’ Counsel calculated that potential
18 exposure for the waiting time penalty claim was approximately \$8,422,380 (calculated as 30 days
19 x 2,056 Class Members x 8 hours x \$19.83 per hour x 0.857 to account for shorter statute of
20 limitations period), and approximately \$4,687,680 for the wage statement penalty claim (a \$4,000
21 employee maximum x 0.57 to account for shorter statute of limitations). However, considering
22 that the underlying claims are realistically estimated to be approximately \$298,941.10, such a
23 disproportionate award would also raise due process concerns. As such, Plaintiffs discounted the
24 figure to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation
25 of approximately \$252,671 (calculated as \$8,422,380 x 10% x 30%) for waiting time penalty
26 claims, or approximately 84% of the Gross Settlement Amount, and approximately \$140,630
27 (calculated as \$4,687,680 x 10% x 30%) for wage statement penalty claims, or approximately 47%
28 of the Gross Settlement Amount.

22. PAGA: For the PAGA claim, Plaintiffs' Counsel determined that Defendants' potential exposure could potentially reach \$3,357,700, assuming the initial \$100 penalty would apply for each of the 33,577 pay periods in the PAGA Period. Many of the very same issues and defenses affecting the predicate claims, as discussed above, are also applicable here, creating significant risk of limiting the number of pay periods for which a PAGA recovery might be obtained in this litigation. As such, Plaintiffs' counsel applied a risk discount based on a 50% chance of succeeding on the merits, reducing the potential recovery to \$1,678,850. However, even assuming this rate of success on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of reasons, including whether the amount of the award would be unjust, arbitrary and oppressive, or confiscatory. In light of all of the risks, and in the interest of the Class as a whole, Plaintiffs have allocated \$30,000.00 of the Gross Settlement Amount to settle the PAGA claims, or 10% of the Gross Settlement Amount.

Plaintiffs' Counsel's Qualifications

23. Plaintiffs are represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment. I have reviewed WLF's business records to confirm my understanding of WLF's qualifications.

24. WLF was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

25. WLF is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

26. I am an eleventh-year Senior Attorney at WLF. I graduated from the University of Wisconsin–Madison with a Bachelor of Arts in Journalism and German, and received my Juris Doctor from the University of California, Los Angeles School of Law in 2014. During law

1 school, I was a Senior Editor on the UCLA Law Review and an Articles Editor on the
2 Entertainment Law Review. I served as a Judicial Extern for the Hon. Consuelo Bland Marshall
3 in United States District Court for the Central District of California, and also for the Hon. Sandra
4 R. Klein of United States Bankruptcy Court for the Central District of California. I graduated
5 ranked No. 7 in my graduating class from UCLA School of Law. I was admitted to practice law
6 in the State of California in 2014. Since graduating from law school, I have focused my legal
7 work primarily on employment matters, including wage-and-hour class action and PAGA
8 representative action litigation, and I have helped obtain dozens of settlements on behalf
9 California workers, as well as on behalf of California employers during my years on the defense
10 bar. I am a member of the Beverly Hills Bar Association (BHBA), where I am a past member
11 of the Board of Governors and a past Chair of the Labor & Employment Law Section Executive
12 Committee. I am also a member of the California Employment Lawyers Association (CELA)
13 and the Consumer Attorneys Association of Los Angeles (CAALA).

14 27. John G. Yslas graduated from the University of California, Santa Barbara with High
15 Honors in 1991 with Bachelor of Arts degrees in Psychology. He received his Juris Doctor from
16 UCLA Law School in 1996.

17 28. Upon graduating from law school in 1996, Mr. Yslas worked for a boutique law
18 firm practicing general litigation which included employment law matters. Since 2000 (that is, the
19 last 25 years) his practice has been exclusively focused on labor and employment matters including
20 handling wage and hour class, collective and representative actions (including PAGA), including
21 in the international law firms of Morgan, Lewis & Bockius LLP (where he was a senior associate),
22 Foley & Lardner LLP (where he was a partner and a national Vice Chair of the Labor and
23 Employment Group), Norton Rose Fulbright LLP (where he was a partner) and Seyfarth Shaw LLP
24 (where he was a partner and member of the Wage and Hour Practice Group). During his time at
25 these law firms, Mr. Yslas was the primary attorney or took a major leading role in defending
26 employers on numerous wage and hour class, collective and representative actions.

27 29. In late June 2022 he left Seyfarth Shaw LLP and joined his current firm, Wilshire
28 Law Firm, PLC, to represent plaintiff employees. Mr. Yslas has been and is handling many wage

1 and hour class and representative actions litigating such matters on behalf of plaintiff employees
2 in numerous Superior Courts and District Courts. From matters representing both plaintiffs and
3 defendants, Mr. Yslas has successfully mediated the resolution of many wage and hour class,
4 collective, and representative actions. Just since starting to settle cases in late April 2023 he has
5 already successfully mediated matters in which he has been counsel or co-counsel resulting in
6 **more than \$173 million** in settlements and verdicts which are in the process of being finalized,
7 and with numerous upcoming mediations scheduled. In those and numerous other matters, he has
8 managed and assisted with the litigation and settlement of many wage and hour PAGA and class
9 actions. In those actions, he performed similar tasks as those performed in the course of
10 prosecuting this action. Indeed, Mr. Yslas recently tried and prevailed in achieving a jury verdict
11 in a wage and hour class action in the matter of *Aguilar-Flores v. Javier's – CC LLC*, Los Angeles
12 County Superior Court, Case No. 19STCV36438, (damages anticipated in the future and a motion
13 for attorney's fees to be filed after that).

14 30. Mr. Yslas has received numerous awards for his legal work. For example, from 2015
15 to 2018, he was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson
16 Reuters). He has also served on numerous prominent boards and in other leadership positions,
17 including serving as Southern California Regional President for the Hispanic National Bar
18 Association and on the board of directors of the Mexican American Bar Foundation. He also
19 previously served on the 5-member Los Angeles Civil Service Commission, which generally
20 oversees the personnel decisions for the City of Los Angeles.

21 31. Mr. Yslas has also published numerous blogs on labor and employment issues
22 including on wage and hour issues. For example, he published "Headline News: Wal-Mart v.
23 Dukes-Impact on Class Action Litigation" (while a partner with Foley & Lardner LLP) and "Are
24 You Really Protected From Wage-and-Hour Successor Liability in an Asset Purchase" (while a
25 partner with Seyfarth Shaw LLP). He has also been a presenter at numerous conferences, including
26 being a presenter involving the "Employment Law Update" at a National Employment Law
27 Council conference.

28 32. Samantha A. Smith was a Senior Attorney at WLF where her practice was focused

on managing wage and hour class action and PAGA settlements. Ms. Smith was admitted to the California Bar in December of 2004, and received a J.D. from University of California, Hastings College of the Law and a B.A. from University of California, Davis. Ms. Smith has dedicated her 21-year career to plaintiffs'-side class action litigation. Her wealth of experience includes successful work on all stages of class action litigation, including class action appeals, class certification motions, and class settlements. See, e.g., *Blue Diamond Growers Product Labeling Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false advertising of Blue Diamond food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050 (Santa Clara County Superior Court) (employee data breach); *Overton v. Armour-Eckrich Meats, LLC*, Case No. CIVDS1501325 (San Bernardino County Superior Court) (unpaid wages, meal period and rest break claims, and PAGA violations for non-exempt employees); *DeLeon et al. v. Westlake Services, LLC*, Case No. BC 526750 (Los Angeles County Superior Court) (unpaid overtime, meal period and rest break claims for call center employees); *Sawyer v. Retail Data, LLC*, Case No. 30-2014-00753767-CU-OE-CXC (Orange County Superior Court) (unpaid wage and rest break claims for piece rate workers); *Nguyen v. Pharmerica Corporation et al.*, Case No. 30-2014-00716072-CU-OE-CXC (Orange County Superior Court) (unpaid wages and unreimbursed expenses for pharmacists); *Laumea v. Performance Food Group, Inc.*, Case No. CIVDS1407509 (San Bernardino County Superior Court) (unpaid wages, meal and rest break claims for non-exempt employees); *Durroh v. East West Bank*, Case No. BC528860 (Los Angeles County Superior Court) (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *Gonzalez et al. v. SFFI Company, Inc. et al.*, Case No. CIVDS1504287 (San Bernardino County Superior Court) (unpaid wages, meal period and rest break claims for non-exempt employees).

33. Aram Boyadjian is a fifth-year Associate Attorney at WLF. He was admitted to practice law in the State of California in 2021. Aram graduated from the University of California, Los Angeles, with a Bachelor of Arts in Political Science. He received his Juris Doctor from Loyola Law School. During law school, he was a member of the student editorial board for the

1 International and Comparative Law Review. Since January 2021, his practice has mainly been
2 focused on wage and hour class action litigation.

3 34. Lisa B. Iturriaga is a Settlement Attorney at Wilshire Law Firm, PLC. She was
4 admitted to practice law in the State of California in 2021. Ms. Iturriaga graduated from University
5 of South Florida with a Bachelor of Science in Finance and a Bachelor of Arts in Marketing. She
6 received her Juris Doctor from Chapman University Dale E. Fowler School of Law. Since
7 graduating, her practice has been in insurance defense (previously) and employment law
8 (currently). Since 2023, she has exclusively worked on Plaintiff-side wage and hour cases. Ms.
9 Iturriaga is also a member of the California Employment Lawyers Association (CELA).

10 35. Andrew Sandoval is a third-year Associate Attorney at WLF. He was admitted to
11 practice law in the State of California in 2022. Andrew graduated from Azusa Pacific University
12 with a Bachelor of Arts in Economics. He received his Juris Doctor from Loyola Law School.
13 During law school, he was a Vice-President of La Raza de Loyola. Since graduating, his practice
14 has mainly been focused on wage and hour class action litigation.

15 36. After the proposed settlement agreement with class notice was signed by all the
16 parties, Plaintiffs' counsel noticed that the recipient of funds from uncashed checks listed in the
17 class notice was inconsistent with the provision of the proposed settlement agreement, under which
18 such funds shall be transmitted to the California Controller's Unclaimed Property Fund in the name
19 of the Class Member. Attached as **Exhibit 4** is a true and correct copy of the revised proposed class
20 notice, changing only the provision as to uncashed checks to make it consistent with the proposed
21 settlement agreement.

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

24 Executed on October 16, 2025 at Hawthorne, California.

25 

26 _____
27 Jeffrey C. Bills
28

EXHIBIT 1

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com

WILSHIRE LAW FIRM

660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs Jake Stein and Margaret-Jessica Duran,
individually, and on behalf of all others similarly situated

[Additional counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JAKE STEIN and MARGARET-JESSICA
DURAN, individually, on behalf of all others
similarly situated, and on behalf of the State
of California and other aggrieved persons,

Plaintiffs,

v.

ALTERNATIVE THERAPEUTIC
SOLUTIONS, INC., a California
corporation; SOUTH CORD
MANAGEMENT LLC, a California limited
liability company; CATALYST MARCH
FOR ACTION LLC, a California limited
liability company; 562 DISCOUNT MED,
INC., a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. 23STCV07216

*Assigned for All Purposes to Hon. Carolyn B.
Kuhl, Dept. 12*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 JEFF AUGUSTINI (SBN 178358)
2 Law Office of Jeff Augustini
3 100 Bayview Circle, Suite 210
4 Newport Beach, CA 92660
(949) 336-7847
jeff@augustinilaw.com

5 PETER SLOAN (SBN 58814)
6 100 Spectrum Center Drive, Suite 870 Irvine, CA 92618
7 (949) 585-0192
psloan@sloanapc.com

8 Attorneys for Defendants Alternative Therapeutic Solutions, Inc., *et al.*

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Jake Stein and Margaret-Jessica Duran (“Plaintiffs”) and the entities set forth in Schedule I (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means Plaintiffs’ lawsuit alleging class action wage and hour violations against Defendants captioned *Jake Stein, et al. v. Alternative Therapeutic Solutions, Inc., et al.*, filed on April 3, 2023 in Los Angeles County Superior Court, Case No. 23STCV07216.

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

1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” means all persons who worked for Defendants in California as an hourly-paid or non-exempt employee at any time during the PAGA Period.

1.5 “Class” means all persons who worked for Defendants in California as an hourly-paid or non-exempt employee at any time during the Class Period.

1.6 “Class Counsel” means John G. Yslas, Jeffrey C. Bills, Aram Boyadjian, and Andrew Sandoval of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will request approval from the Court of up to one-third (1/3) of the Gross Settlement Amount.

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$87,212.62 (eighty-seven thousand, two-hundred twelve dollars and sixty-two cents) and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from October 7, 2018 through October 4, 2025 or the date of preliminary approval, which ever date is later (“Settlement Class Period”).

1.14 “Class Representatives” mean the named Plaintiffs Jake Stein and Margaret-Jessica Duran in the Action.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Actions and providing services in support of the Action.

1.16 “Court” means the Superior Court of California, County of Los Angeles.

1.17 “Defendants” mean the entities set forth in Schedule I.

1.18 “Defense Counsel” means Jeff Augustini and Peter Sloan.

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no

Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” or “GSA” means \$300,000.00 (Three Hundred Thousand Dollars and Zero Cents), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below.

1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i) (2016).

1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i) (2016).

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31 “Operative Complaints” mean the operative First Amended Class and Representative Action Complaint filed on August 8, 2023 and any subsequent amendments thereto.

1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33 “PAGA Period” means the period from April 5, 2022 through October 4, 2025, or the date of preliminary approval, whichever date is later.

1.34 “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*).

1.35 “PAGA Notice” means Plaintiff’s April 5, 2023 letter to the LWDA and Defendants Alternative Therapeutic Solutions, Inc.; South Cord Management LLC; Catalyst March for Action LLC; and 562 Discount Med, Inc. providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36 “PAGA Penalties” means the total amount of \$30,000.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% (\$7,500.00) to the Aggrieved Employees and 75% (\$22,500.00) to the LWDA in settlement of PAGA claims.

1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38 “Plaintiffs” mean Jake Stein and Margaret-Jessica Duran, the named plaintiffs in the Action.

1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42 “Released Parties” means Defendants.

1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44 “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46 “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. **RECITALS.**

2.1 On April 3, 2023, Plaintiff filed a Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and (8) unfair business practices.

2.2 On April 5, 2023, pursuant to Labor Code § 2699.3, subd.(a), Plaintiffs gave notice to the LWDA and Defendants Alternative Therapeutic Solutions, Inc.: South Cord Management LLC; Catalyst March for Action LLC; and 562 Discount Med, Inc. that Plaintiffs intended to proceed with a representative action under PAGA (LWDA-CM-988146-23). On August 8, 2023, after the 65-day statutory period passed, Plaintiffs filed a First Amended Class & Representative Action Complaint including for penalties pursuant to Labor Code § 2699, *et seq.*

2.3 On May 8, 2025, Plaintiffs further amended the operative Complaint to name Defendants 316 Florence Holdings, LLC; 1539 Manchester Holdings LLC; F2-Palm Desert, LLC; Ryan

Cameron Rayburn Collective Inc.; HNHPC, Inc.; The Pajaro, Inc.; EEL – Pomona LLC; Catalyst – San Diego KM LLC; EEL – El Monte, LLC; and Catalyst – Lancaster LLC.

2.4 Defendants deny the allegations in the Action, deny any failure to comply with the laws identified in the Actions, and deny any and all liability for the causes of action alleged in the Actions.

2.5 On May 22, 2024, the Parties participated in an all-day mediation presided over by mediator Steve Cerveris, Esq. The Parties reached settlement on June 4, 2025 and agreed on general settlement terms.

2.6 In advance of mediation, and continuing during the period following mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Actions. Prior to mediation, Plaintiffs obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.7 The Court has not granted class certification because the Parties engaged in mediation and settlement before any class certification.

2.8 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matters or actions asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants will pay \$300,000.00 (Three Hundred Thousand Dollars and Zero Cents) to fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the wage portions of the Individual Class Payments,

1 which Defendant will pay separately. Defendants have no obligation to pay the Gross Settlement
2 Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement.

3 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
4 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
5 in the Final Approval:

6 3.2.1 To Plaintiffs: A payment for the Class Representative Service Payment to Plaintiffs
7 of not more than \$10,000.00 (Ten Thousand Dollars and Zero Cents) in addition to any Individual
8 Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive
9 as a Participating Class Member. Defendants will not oppose Plaintiffs' request for a Class
10 Representative Service Payment that does not exceed this amount. As part of the motion for the
11 Class Counsel Fees and Litigation Expenses Payments, Plaintiffs will seek Court approval for any
12 Class Representative Service Payment no later than sixteen (16) court days prior to the Final
13 Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
14 Representative Service Payment less than the amount requested, the Administrator will retain the
15 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
16 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs
17 assume full responsibility and liability for employee taxes owed on the Class Representative
18 Service Payment.

19 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
20 Gross Settlement Amount, which is currently estimated to be \$100,000.00 (One Hundred
21 Thousand Dollars and Zero Cents) and a Class Counsel Litigation Expenses Payment for actual
22 costs, not to exceed \$90,000.00 (ninety thousand dollars and zero cents). Defendants will not
23 oppose requests for these payments. Plaintiffs and/or Class Counsel will file a motion for Class
24 Counsel Fees and Litigation Expenses Payment no later than sixteen (16) court days prior to the
25 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
26 Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts
27 requested, the Administrator will allocate the remainder to the Net Settlement Amount for
28 distribution to Participating Class Members. Released Parties shall have no liability to Class

Counsel or any other Plaintiffs' counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$15,950.00 (fifteen thousand nine hundred fifty dollars and zero cents) except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than \$15,950.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest, reimbursement, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class

Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000.00 (Thirty Thousand Dollars and Zero Cents) to be paid from the Gross Settlement Amount, with 75% (\$22,500.00) allocated to the LWDA PAGA Payment and 25% (\$7,500.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$30,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendants represent as of October 3, 2025 there are 2,056 Class Members and 1,280 Aggrieved Employees. As of October 3, 2025, Class Members collectively worked a total of 127,579 workweeks during the Class Period. As of October 3, 2025, Aggrieved Employees collectively worked a total of 35,577 PAGA Pay Periods during the PAGA Period. As of June 2025, Class Members collectively worked a total of 117,298 Workweeks during the Class Period. As of June 2025, Aggrieved Employees collectively worked a total of 30,580 Pay Periods during the PAGA Period.

4.2 Class Data. Not later than ten (10) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must

maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator

1 may send Participating Class Members a single check combining the Individual Class Payment
2 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
3 must update the recipients' mailing addresses using the National Change of Address Database.

4 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
5 Members whose checks are returned undelivered without USPS forwarding address. Within seven
6 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
7 forwarding address provided or to an address ascertained through the Class Member Address
8 Search. The Administrator need not take further steps to deliver checks to Class Members whose
9 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
10 replacement check to any Class Member whose original check was lost or misplaced, requested
11 by the Class Member prior to the Void Date.

12 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
13 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
14 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
15 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
16 California Code of Civil Procedure Section 384, subd. (b).

17 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
18 not obligate Defendants to confer any additional benefits or make any additional payments to
19 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
20 Agreement.

21 5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the Gross
22 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
23 Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all
24 Released Parties as follows:

25 5.1 **Plaintiffs' Release.** Plaintiffs discharge Released Parties from all claims,
26 transactions, or occurrences, that occurred during the Class Period, including all claims that were,
27 or reasonably could have been, alleged, based on the facts contained in the Operative Complaint;
28 and claims under the California Labor Code, and all equivalent claims under federal law

1 (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce
2 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
3 social security benefits, workers’ compensation benefits that arose at any time, or based on
4 occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or
5 law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true
6 but agree, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects,
7 notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

8 5.1.1 Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For
9 purposes of 5.1.1 Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions,
10 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

15 5.2 Released Class Claims: All Participating Class Members will release all claims, rights,
16 demands, liabilities, and causes of action, alleged or which could have reasonably been alleged
17 based on the facts alleged in the operative Complaint, including but not limited to: (1) failure to
18 pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197
19 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and
20 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4)
21 failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to
22 timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to
23 provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to
24 indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); and (8) unfair
25 business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The enumeration of
26 these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the claims
27 that were asserted in the Action or could have been asserted in the Action based on the facts and
28

circumstances alleged in the Complaint. The Released Class Claims are those that accrued during the Class Period.

5.3 Released PAGA Claims: All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiffs' April 5, 2023 PAGA Notice, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (9) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (10) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (11) willful misclassification (pursuant to Cal. Labor Code § 226.8); (12) retaliation (pursuant to Cal. Labor Code § 1102.5); and (13) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558). The Released PAGA Claims are those that accrued during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2) (2016); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming

1 willingness and competency to serve and disclosing all facts relevant to any actual or potential
2 conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from
3 Class Counsel firm attesting to its competency to represent the Class Members; its timely
4 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor
5 Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)
6 (2016)), this Agreement (Labor Code section 2699, subd. (l)(2) (2016)); and (vi) all facts relevant
7 to any actual or potential conflict of interest with Class Members, and/or the Administrator. In
8 their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other
9 pending matter or action asserting claims that will be extinguished or adversely affected by the
10 Settlement.

11 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
12 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
13 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
14 Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the
15 Court, and deliver the Court's Preliminary Approval Order to the Administrator.

16 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
17 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
18 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
19 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
20 Preliminary Approval or conditions Preliminary Approval on any material change to this
21 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
22 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
23 otherwise satisfy the Court's concerns.

24 7. SETTLEMENT ADMINISTRATION.

25 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve
26 as the Administrator and verified that, as a condition of appointment, the Administrator agrees to
27 be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement
28 in exchange for payment of Administration Costs. The Parties and their Counsel represent that

they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the GSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further

1 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
2 USPS a second time.

3 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
4 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
5 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
6 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
7 deadline with the re-mailed Class Notice.

8 7.4.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
9 discovers any persons who believe they should have been included in the Class Data and should
10 have received Class Notice, the Parties will expeditiously meet and confer in person or by
11 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
12 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
13 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
14 requiring them to exercise options under this Agreement not later than fourteen (14) days after
15 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

16 7.5 Requests for Exclusion (Opt-Outs).

17 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
18 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
19 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
20 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
21 is a letter from a Class Member or his/her representative that reasonably communicates the Class
22 Member's election to be excluded from the Settlement and includes the Class Member's name,
23 address and email address or telephone number. To be valid, a Request for Exclusion must be
24 timely faxed, emailed, or postmarked by the Response Deadline.

25 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
26 to contain all the information specified in the Class Notice. The Administrator shall accept any
27 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
28 person as a Class Member and the Class Member's desire to be excluded. The Administrator's

determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the

1 Administrator's determination of the challenges.

2 7.7 Objections to Settlement.

3 7.7.1 Only Participating Class Members may object to the class action components of the
4 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
5 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
6 Payment and/or Class Representative Service Payment.

7 7.7.2 Participating Class Members may send written objections to the Administrator, by
8 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
9 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
10 Participating Class Member who elects to send a written objection to the Administrator must do
11 so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus
12 an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

13 7.7.3 Non-Participating Class Members have no right to object to any of the class action
14 components of the Settlement.

15 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
16 performed or observed by the Administrator contained in this Agreement or otherwise.

17 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
18 maintain and use an internet website to post information of interest to Class Members including
19 the date, time and location for the Final Approval Hearing and copies of the Settlement
20 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
21 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
22 Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the
23 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
24 telephone number to receive Class Member calls, faxes and emails.

25 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
26 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
27 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
28 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names

1 and other identifying information of Class Members who have timely submitted valid Requests
2 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
3 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
4 Exclusion from Settlement submitted (whether valid or invalid).

5 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
6 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
7 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
8 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
9 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
10 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
11 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
12 objections received.

13 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
14 address and make final decisions consistent with the terms of this Agreement on all Class Member
15 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
16 shall be final and not appealable or otherwise susceptible to challenge.

17 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by
18 which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
19 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
20 for filing in Court attesting to its due diligence and compliance with all of its obligations under
21 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
22 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
23 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
24 number of written objections and attach the Exclusion List. The Administrator will supplement
25 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
26 for filing the Administrator’s declaration(s) in Court.

27 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the
28 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide

1 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
2 identification number only of all payments made under this Agreement. At least fifteen (15) days
3 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
4 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
5 of all payments required under this Agreement. Class Counsel is responsible for filing the
6 Administrator's declaration in Court.

7 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records,
8 Defendants represent as of October 3, 2025 there are 2,056 Class Members and 1,280 Aggrieved
9 Employees and 1,280 Aggrieved Employees. As of October 3, 2025, Class Members collectively
10 worked a total of 127,579 Workweeks during the Class Period. As of October 3, 2025, Aggrieved
11 Employees collectively worked a total of 33,577 PAGA Pay Periods during the PAGA Period.
12 As of June 2025, Class Members collectively worked a total of 117,298 Workweeks during the
13 Class Period. As of June 2025, Aggrieved Employees collectively worked a total of 30,580 Pay
14 Periods during the PAGA Period. If, on final calculation, the total number of Workweeks is
15 greater than 25% higher than 117,298 Workweeks (i.e. greater than 146,622 Workweeks), then
16 the Gross Settlement Amount will be proportionally increased by the Workweeks worked in
17 excess of 146,622 by multiplying the excess Workweeks by the per Workweek value. If this
18 provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the
19 portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally
20 such that the total amount of attorneys' fees remains one-third (1/3) of the Gross Settlement
21 Amount after the upward adjustment required by this provision is implemented. If, on final
22 calculation, the total number of Workweeks increases by more than 25%, then Defendants shall
23 have the option to end the Class Period and PAGA Period on the date the total workweeks hits
24 146,622 Workweeks. Defendants shall provide the Settlement Administrators with the Class Data
25 to verify the total Workweeks prior to the filing for preliminary approval. If the Escalator Clause
26 is triggered, Defendants shall select an option prior to the filing for preliminary approval. If the
27 total Workweeks are less than 25% higher than 117,298 (i.e. less than 146,622), the Gross
28 Settlement Amount shall not be increased and shall not affect the Class Period or PAGA Period.

9. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l) (2016); a Proposed Final Approval Order; and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Costs Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

9.4 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective

counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint has merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that class

1 certification and representative treatment is for purposes of this Settlement only. If, for any
2 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment,
3 Defendants reserve the right to contest certification of any class for any reason, Defendants
4 reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move
5 for class certification on any grounds available and to contest Defendants' defenses. The
6 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
7 and will not be admissible in connection with, any litigation (except for proceedings to enforce
8 or effectuate the Settlement and this Agreement).

9 11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants,
10 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of
11 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause
12 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
13 directly or indirectly, specifically or generally, to any person, corporation, association,
14 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
15 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
16 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
17 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
18 government agency. Each Party agrees to immediately notify the other Party of any judicial or
19 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,
20 Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any
21 conversation or other communication, before the filing of the Motion for Preliminary Approval,
22 with any third party regarding this Agreement or the matters giving rise to this Agreement except
23 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
24 restrict Class Counsel's communications with Class Members in accordance with Class Counsel's
25 ethical obligations owed to Class Members.

26 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
27 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
28 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability

1 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
2 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

3 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
4 together with its attached exhibits shall constitute the entire agreement between the Parties
5 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
6 inducements made to or by any Party.

7 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
8 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
9 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
10 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
11 terms of this Agreement including any amendments to this Agreement.

12 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
13 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
14 Settlement Agreement, submitting supplemental evidence and supplementing points and
15 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
16 or content of any document necessary to implement the Settlement, or on any modification of the
17 Agreement that may become necessary to implement the Settlement, the Parties will seek the
18 assistance of a mediator and/or the Court for resolution.

19 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
21 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
22 action, or right released and discharged by the Party in this Settlement.

23 11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are
24 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
25 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
26 Part 10, as amended) or otherwise.

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

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

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

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

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

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

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

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

///

///

///

///

To Plaintiffs:

John G. Yslas (SBN 187324)

john.yslas@wilshirelawfirm.com

Jeffrey C. Bils (SBN 301629)

jeffrey.bils@wilshirelawfirm.com

Aram Boyadjian (SBN 334009)

aram.boyadjian@wilshirelawfirm.com

Andrew Sandoval (SBN 346996)

andrew.sandoval@wilshirelawfirm.com

WILSHIRE LAW FIRM

660 S. Figueroa St., Sky Lobby

Los Angeles, California 90017

Telephone: (213) 381-9988

Facsimile: (213) 381-9989

To Defendants:

JEFF AUGUSTINI (SBN 178358)

Law Office of Jeff Augustini

100 Bayview Circle, Suite 210

Newport Beach, CA 92660

(949) 336-7847

jeff@augustinilaw.com

PETER SLOAN (SBN 58814)

100 Spectrum Center Drive, Suite 820 Irvine, CA 92618

(949) 585-0192

psloan@sloanapc.com

11.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by 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.

11.18 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 pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and

1 that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant
2 to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that
3 otherwise might apply under federal or state law. The Parties further agree and intend that the Los
4 Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure
5 § 664.6.

6 IT IS SO AGREED.

7 [Signature Pages to Follow]
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 By the Plaintiffs:

2
3 DATED: 10/14/2025

DocuSigned by:

D88D302451E2489...

4 Plaintiff Jake Stein

5
6
7 DATED: _____

8 Plaintiff Margaret-Jessica Duran

1 By the Plaintiffs:

2
3 DATED: _____

4 Plaintiff Jake Stein

5
6 DATED: 10/16/2025

DocuSigned by:

DDCAF8CB84BB4F1...

7 Plaintiff Margaret-Jessica Duran

By the Defendants:

Defendant 11500 Vermont Holdings LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC6F22456...

By: Elliot Lewis
Position: Manager

By: South Cord Holdings LLC
Name: Elliot Lewis, its manager

Defendant 1539 Manchester Holdings LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: South Cord Management LLC
Position: Authorized Representative

By: Elliot Lewis
Position: Manager

Defendant 316 Florence Holdings, LLC

DATED: ~~10/14/2025~~

DS
J.O.

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

10/16/2025

By: Joseph Parker
Position: Manager

DocuSigned by:

J.O.

1F7AFFD0AD2A4E2...

Defendant 4158 Pico Holdings LLC

DATED: 10/16/2025

DocuSigned by:

J.O.

1F7AFFD0AD2A4E2...

By: Joseph Parker
Position: Manager

Defendant 562 Discount Med, Inc.

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: CEO

Defendant 805 Beach Breaks Inc.

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: CEO

Defendant Alternative Therapeutic Solutions, Inc.

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: CEO

Defendant Angel Organics Healing Center, LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: South Cord Management LLC
Position: Authorized Representative

By: Elliot Lewis
Position: Manager

Defendant Casey Crow Collective

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: CEO

Defendant Catalyst - Antioch LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: South Cord Management LLC
Position: Manager

By: Elliot Lewis
Position: Manager

Defendant Catalyst - Bellflower LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: South Cord Holdings LLC
Position: Manager

By: Elliot lewis
Position: Manager

Defendant Catalyst - Distro LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: South Cord Holdings LLC
Position: Manager

By: Elliot lewis
Position: Manager

Defendant Catalyst - Hawthorne, LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: Manager

Defendant Catalyst – Lancaster LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: Manager

Defendant Catalyst - Long Beach V LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: South Cord Management LLC
Position: Manager

By: Elliot Lewis
Position: Manager

Defendant Catalyst - Lynwood LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: Manager

Defendant Catalyst - San Bernardino LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: Manager

Defendant Catalyst – San Diego KM LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: Manager

Defendant Catalyst - Santa Ana LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: South Cord Management LLC
Position: Manager

By: Elliot Lewis
Position: Manager

Defendant Catalyst Hemet LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: Manager

Defendant Catalyst March for Action LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: South Cord Management LLC
Position: Manager

By: Elliot Lewis
Position: Manager

Defendant Central Valley - Sierra Associates

DATED: 10/14/2025

Signed by:

Sadie Schut

1F7C703E06D044C...

Defendant Central Valley - Sierra Associates

By: Sadie A Schut
Position: CEO

Defendant Diamond Alliance, LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: South Cord Management LLC
Position: Authorized Representative

Defendant EEL – El Monte, LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: Manager

Defendant EEL - Pomona LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: Manager

DATED: 10/14/2025

DocuSigned by:

DOUGLAS ALVEY

3C502F3D36B7440...

By: Douglas Alvey
Position: Manager

Defendant EEL Holdings, LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: Manager

Defendant EEL Oxnard LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: Manager

Defendant F2-Palm Desert LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: Manager

Defendant HNHPC, Inc.

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: CEO

Defendant Nebrina Daly City LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: South Cord Management LLC
Position: Manager

By: Elliot Lewis
Position: Manager

Defendant Pacific Roots Marina, LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: Manager

Defendant Puradora LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Thrive Social Equity Manager XVI LLC
Position: Authorized Representative

By: Elliot Lewis
Position: Manager

DATED: 10/14/2025

DocuSigned by:

DOUGLAS ALVEY

3C502F3B36B7440...

By: Douglas Alvey
Position: Manager

Defendant RD Stanton LLC

DATED: 10/16/2025

Signed by:

Ryan Oganessian

AE3A6438F1EB4AD...

By: Ryan Oganessian
Position: Manager

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: Manager

Defendant RD x Catalyst - Costa Mesa LLC

DATED: 10/16/2025

Signed by:

Ryan Oganessian

AE3A6438F1EB4AD...

By: Ryan Oganessian
Position: Manager

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: Manager

Defendant Ryan Cameron Rayburn Collective, Inc.

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: CEO

Defendant South Cord Management LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: Elliot Lewis
Position: Manager

Defendant Summit Strategy Enterprises LLC

DATED: 10/14/2025

DocuSigned by:

Elliot Lewis

55F129FC5F22456...

By: South Cord Management LLC
Position: Manager

By: Elliot Lewis
Position: Manager

Defendant The Pajaro, Inc.

DATED: 10/16/2025

DocuSigned by:

Jonathan Kolodinski

9158C44B97E944D

By: Jonathan Eric Kolodinski
Position: CEO

1 Approved by Counsel:

2 DATED: October 14, 2025

WILSHIRE LAW FIRM

3
4 BY: 
5 John G. Yslas
6 Jeffrey C. Bils
7 Counsel for Plaintiffs Jake Stein and Margaret-Jessica
8 Duran

9
10 DATED:

LAW OFFICE OF JEFF AUGUSTINI
PETER SLOAN LAW OFFICES

11
12
13 BY: _____
14 Jeff Augustini
15 Peter M. Sloan
16 Counsel for Defendants
17
18
19
20
21
22
23
24
25
26
27
28

Approved by Counsel:

DATED:

WILSHIRE LAW FIRM

BY: _____
John G. Yslas
Jeffrey C. Bils
Counsel for Plaintiffs Jake Stein and Margaret-Jessica
Duran

DATED: 10/14/2025

LAW OFFICE OF JEFF AUGUSTINI
PETER SLOAN LAW OFFICES

DocuSigned by:
Peter Sloan
A2AF1A7D19E34A9...
BY: _____
Jeff Augustini
Peter M. Sloan
Counsel for Defendants

SCHEDULE I

- 11500 Vermont Holdings LLC, a California limited liability company
- 1539 Manchester Holdings LLC, a California limited liability company
- 316 Florence Holdings LLC, a California limited liability company
- 4158 Pico Holdings LLC, a California limited liability company
- 562 Discount Meds, Inc., a California corporation
- 805 Beach Breaks Inc., a California corporation
- Alternative Therapeutic Solutions, Inc., a California corporation
- Angel Organics Healing Center, LLC, a California limited liability company
- Casey Crow Collective, a California corporation
- Catalyst - Antioch LLC, a California limited liability company
- Catalyst - Bellflower LLC, a California limited liability company
- Catalyst - Distro LLC, , a California limited liability company
- Catalyst - Hawthorne LLC, a California limited liability company
- Catalyst - Lancaster LLC, a California limited liability company
- Catalyst - Long Beach V LLC, a California limited liability company
- Catalyst - Lynwood LLC, a California limited liability company
- Catalyst - San Bernardino LLC 562 Discount Med, Inc., a California corporation
- Catalyst - San Diego KM LLC, a California limited liability company
- Catalyst - Santa Ana LLC, a California limited liability company
- Catalyst Hemet LLC, a California limited liability company
- Catalyst March for Action LLC, a California limited liability company
- Central Valley - Sierra Associates, a California corporation
- Diamond Alliance, LLC, a California limited liability company
- EEL - El Monte, LLC, a California limited liability company
- EEL - Pomona LLC, a California limited liability company
- EEL Holdings LLC, a California limited liability company
- EEL Oxnard LLC, a California limited liability company

- F2-Palm Desert LLC, a California limited liability company
- HNHPC, Inc., a California corporation
- Nebrina Daly City LLC, a California limited liability company
- Pacific Roots Marina, LLC, a California limited liability company
- Puradora LLC, a California limited liability company
- RD Stanton LLC, a California corporation
- RD x Catalyst - Costa Mesa LLC, a California corporation
- Ryan Cameron Rayburn Collective, Inc., a California corporation
- South Cord Management LLC, a California limited liability company
- Summit Strategy Enterprises LLC, a California limited liability company
- The Pajaro, Inc., a California corporation

EXHIBIT A

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

Jake Stein, et al. v. Alternative Therapeutic Solutions, Inc., et al.
Case No. 23STCV07216 (Los Angeles County Superior Court)

***The Los Angeles County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from an employee class and a representative action lawsuit (“Action”) against Alternative Therapeutic Solutions, Inc.; South Cord Management LLC; Catalyst March for Action LLC; 562 Discount Med, Inc.; 316 Florence Holdings, LLC; 1539 Manchester Holdings LLC; F2-Palm Desert, LLC; Ryan Cameron Rayburn Collective Inc.; HNHP, Inc., The Pajaro, Inc.; EEL – Pomona LLC, Catalyst – San Diego KM LLC; EEL – El Monte, LLC; Catalyst – Lancaster LLC; 11500 Vermont Holdings LLC; 4158 Pico Holdings LLC; 805 Beach Breaks Inc; Angel Organics Healing Center, LLC; Casey Crow Collective; Catalyst - Antioch LLC; Catalyst - Bellflower LLC; Catalyst - Distro LLC; Catalyst - Hawthorne, LLC; Catalyst - Long Beach V LLC; Catalyst - Lynwood LLC; Catalyst - San Bernardino LLC; Catalyst Hemet LLC; Catalyst - Santa Ana LLC; Central Valley - Sierra Associates; Diamond Alliance, LLC; EEL Oxnard LLC; Nebrina Daly City LLC; Pacific Roots Marina, LLC; Puradora LLC; RD x Catalyst - Costa Mesa LLC; EEL Holdings LLC; RD Stanton LLC; and Summit Strategy Enterprises LLC (“Defendants”) for alleged wage and hour violations. The Action was filed by former employees, Jake Stein and Margaret-Jessica Duran, and seeks payment of back wages and other relief for a class of all persons currently or formerly employed by Defendants as hourly-paid, non-exempt employees in the State of California (“Class Members”) who worked for Defendants during the Class Period (from October 7, 2018 through October 4, 2025, or the date of preliminary approval, whichever date is later); and (2) penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) for all Class Members who worked for Defendants during the PAGA Period (April 5, 2022 through October 4, 2025, or the date of preliminary approval, whichever date is later) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendants to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

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

The above estimates are based on Defendants’ records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY.** You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendants for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendants. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendants for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendants for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendants' records indicate that you worked for Defendants at some point(s) between October 7, 2018 through the date of preliminary approval, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is April 5, 2022 through October 4, 2025, or the date of preliminary approval, whichever is later.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

QUESTIONS? CALL **1-800-XXX-XXXX** TOLL FREE

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Los Angeles County Superior Court, and the case is titled, *Jake Stein, et al. v. Alternative Therapeutic Solutions, Inc., et al.*, Case No. 23STCV07216. The persons who sued, Jake Stein and Margaret-Jessica Duran, are the Plaintiffs, and the companies sued, Alternative Therapeutic Solutions, Inc.; South Cord Management LLC; Catalyst March for Action LLC; 562 Discount Med, Inc.; 316 Florence Holdings, LLC; 1539 Manchester Holdings LLC; F2-Palm Desert, LLC; Ryan Cameron Rayburn Collective Inc.; HNHPC, Inc.; The Pajaro, Inc.; EEL – Pomona LLC; Catalyst – San Diego KM LLC; EEL – El Monte, LLC; Catalyst – Lancaster LLC; 11500 Vermont Holdings LLC; 4158 Pico Holdings LLC; 805 Beach Breaks Inc; Angel Organics Healing Center, LLC; Casey Crow Collective; Catalyst - Antioch LLC; Catalyst - Bellflower LLC; Catalyst - Distro LLC; Catalyst - Hawthorne, LLC; Catalyst - Long Beach V LLC; Catalyst - Lynwood LLC; Catalyst - San Bernardino LLC; Catalyst Hemet LLC; Catalyst - Santa Ana LLC; Central Valley - Sierra Associates; Diamond Alliance, LLC; EEL Oxnard LLC; Nebrina Daly City LLC; Pacific Roots Marina, LLC; Puradora LLC; RD x Catalyst - Costa Mesa LLC; EEL Holdings LLC; RD Stanton LLC; and Summit Strategy Enterprises LLC are the Defendants.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in the lawsuit allege wage and hour violations against Defendants for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and (8) Unfair Business Practices. In addition, Plaintiffs are seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above. Defendants deny Plaintiffs’ claims and deny any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiffs) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiffs or Defendants on the merits of the claims alleged in the lawsuit. Plaintiffs believe Plaintiffs would win at trial. Defendants think that Plaintiffs’ lawsuit would not proceed to a trial and/or that Plaintiffs would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiffs, as well as Plaintiffs’ lawyers (called “Class Counsel”), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All employees of Defendants who were classified as non-exempt and worked within the State of California at any time from October 7, 2018 through October 4, 2025, or the date of preliminary approval, whichever is later.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to pay a Gross Settlement Amount (“GSA”) of \$300,000.00 (Three Hundred Thousand Dollars and Zero Cents) to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of up to one-third of the GSA, currently \$100,000.00, and up to \$90,000.00 in costs; a Class Representative Service Payment of \$10,000.00 to Plaintiffs (for Plaintiffs’ work and efforts prosecuting this case); a PAGA Penalties payment of \$30,000.00 to resolve the PAGA claims; and Settlement Administration Costs to ILYM Group, Inc., not to exceed \$15,950. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$46,050.00. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$30,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or 75% \$22,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$7,500.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendants’ records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (October 7, 2018 through October 4, 2025, or the date of

preliminary approval, whichever is later). Eighty percent (80%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from April 5, 2022 through October 4, 2025, or the date of preliminary approval, whichever is later, ("PAGA Period"), you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to a non-profit, Access Reproductive Justice. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” the Released Class Claims described below against Defendants and all of Defendants’ subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns (“Released Parties”). The releases become effective once the GSA is fully funded by Defendants.

Released Class Claims: All Participating Class Members will release all claims, rights, demands, liabilities, and causes of action, alleged or which could have reasonably been alleged based on the facts alleged in the operative Complaint, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); and (8) unfair business practices (pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.*). The enumeration of these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in the Complaint. The Released Class Claims are those that accrued during the Class Period.

Released PAGA Claims: All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiff’s April 5, 2023 PAGA Notice, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12) willful misclassification (pursuant to Cal. Labor Code § 226.8); (13) retaliation (pursuant to Cal. Labor Code § 1102.5); and (14) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558). The Released PAGA Claims are those that accrued during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 45 days after Class Notice is mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

ILYM Group, Inc.
Stein, et al. v. Alternative Therapeutic Solutions, Inc., et al. Settlement

XXXXX
 City, State, XXXXX
 Email:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (April 5, 2022 through October 4, 2025, or the date of preliminary approval, whichever is later). If you ask to be excluded, you may be able to sue (or continue to sue) Defendants in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is 45 days after Class Notice is Mailed.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No, you will not receive an Individual Class Payment if you exclude yourself. You will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (April 5, 2022 through October 4, 2025, or the date of preliminary approval, whichever is later). However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendants, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 378-2548
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to 1/3rd of the GSA (currently \$100,000.00) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$87,212.62 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiffs Jake Stein and Margaret-Jessica Duran in the amount of \$10,000 in addition to Plaintiffs' Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiffs have spent in service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], at the following address:

ILYM Group, Inc.
Stein, et al. v. Alternative Therapeutic Solutions, Inc., et al. Settlement
XXXXXX
City, State, XXXXX
Email:

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at [redacted] on [redacted] in Department 12 of the Los Angeles County Superior Court located at 312 N Spring St, Los Angeles, CA 90012 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendants about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, _____, by calling toll free 1-800-XXXX, or you can write to the Administrator at the following address:

ILYM Group, Inc.

Jake Stein, et al. v. Alternative Therapeutic Solutions, Inc., et al. Settlement

XXXXX

City, State, XXXXX

Email:

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

EXHIBIT 2

Theresa Chan

From: no-reply@formassembly.com
Sent: Thursday, October 16, 2025 5:20 PM
To: Theresa Chan
Subject: Thank you for your Proposed Settlement Submission

10/16/2025 05:19:47 PM

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

Item submitted: Proposed Settlement

On 10/16/2025 05:19:47 PM your Proposed Settlement was successfully processed for case number LWDA-CM-946642-23

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:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ctheresa.chan%40wilshirelawfirm.com%7Cd259bdc99edb42bcc0f308de0d12ead2%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638962572058173909%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitWFrpbClzIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=%2BITD%2FIGymHKgV%2Fz7Vk8RW%2FiEWlolkgWFBOfvKTI0CzBQ%3D&reserved=0

EXHIBIT 3

WILSHIRE LAW FIRM, PLC

3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
www.wilshirelawfirm.com



Bobby Saadian, Esq. JD/MBA

Colin M. Jones, Esq.
A. Ilyas Akbari, Esq.
Justin F. Marquez, Esq.
John Yslas, Esq.
Tae Kim, Esq.
Jon Teller, Esq.
Johnny Ogata, Esq.
Carolyn Shining, Esq.
Brad Stuckey, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.

Jonas Mann, Esq.
Christina Le, Esq.
Jeffrey C. Bils, Esq.
Jennifer Leinbach, Esq.
Nathan Kingery, Esq.
Elizabeth Votra, Esq.
Benjamin Haber, Esq.
Ghazaleh Attaran, Esq.
Christian Girgis, Esq.
Aram Boyadjian, Esq.
Andrew Sandoval, Esq.

April 5, 2023

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Alternative Therapeutic Solutions, Inc.
3170 Cherry Ave
Long Beach, CA 90807
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 3775 05

Anthony Almaz
Agent for Service of Process for
Alternative Therapeutic Solutions, Inc.
6700 Pacific Coast Highway, Suite 201
Long Beach, CA 90803
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 3774 99

South Cord Management LLC
6700 Pacific Coast Highway, Suite 201
Long Beach, CA 90803
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 3774 82

Solutions Inc.
Agent for Service of Process for
South Cord Management LLC
720 14th Street
Sacramento, CA 95814
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 3774 75

Catalyst March for Action LLC
6700 Pacific Coast Highway, Suite 201
Long Beach, CA 90803
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 3774 68

Anthony Almaz
Agent for Service of Process for
Catalyst March for Action LLC
6700 Pacific Coast Highway, Suite 201
Long Beach, CA 90803
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 3778 57

562 Discount Med, Inc.
6700 Pacific Coast Highway, Suite 201
Long Beach, CA 90803
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 3778 40

Solutions Inc.
Agent for Service of Process for
562 Discount Med, Inc.
720 14th Street
Sacramento, CA 95814
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 3778 33

Re: ***Jake Stein and Margaret-Jessica Duran adv. Alternative Therapeutic Solutions, Inc., et al.,***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Jake Stein and Margaret-Jessica Duran (“Employees”) to pursue a Labor Code Private Attorneys General Act of 2004 (“PAGA”) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employees’ former employer, Alternative Therapeutic Solutions, Inc., South Cord Management LLC, Catalyst March for Action LLC, and 562 Discount Med, Inc. (together, “Employer”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employer engaged in with respect to Employees and all of Employer’s Aggrieved Employees.

Employees wish to pursue this action on behalf of themselves as aggrieved employees, on behalf of the State of California, as well as on behalf of all other persons who worked for Employer in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Employee and the Aggrieved Employees suffered the Labor Code violations described below.

Employees’ Employment with Employer

Employer owns/owned and operates/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such, and based upon all the facts and circumstances incident to Employer’s business in California, Employer is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

Employee Jake Stein is a resident of Long Beach, California who worked for Employer in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately November 2020 to November 2022.

Employee Margaret-Jessica Duran is a resident of Los Alamitos, California who worked for Employers in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately September 2022 to October 2022.

During Employees’ employment for Employer, Employer paid Employees an hourly wage and classified Employees as non-exempt from overtime. Employer typically scheduled Employees to work at least five days in a workweek and at least eight hours per day, but Employees also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employees’ employment, Employer failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employees with legally compliant meal periods, failed to authorize and permit Employees to take rest periods, failed to timely pay all final wages to Employees when Employer terminated Employees’ employment, failed to furnish accurate wage statements to Employees, and failed to indemnify Employees for business expenditures. As discussed below, Employees’ experience working for Employer was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employer failed to pay Employee and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Employer required Employee and the Aggrieved Employees to work “off-the-clock,” uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Employer also failed to maintain accurate records of the hours Employee and the Aggrieved Employees worked.

As a result, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employer wrongfully failed to provide Employee and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law. Employer also continued to assert control over Employee and the Aggrieved Employees by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees permission to take a meal

period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees for meal periods that were not provided as required by law. Employer also did not inform Employees of Employees' right to, nor permitted Employees to take, all of Employee's second meal periods when Employees worked at least ten hours of work in a workday and otherwise unlawfully pressured Employees to waive such breaks. Accordingly, Employer failed to provide meal periods to Employee and the Aggrieved Employees in compliance with California law.

Employee and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Employer, however, regularly failed to pay Employee and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employer has wrongfully failed to authorize and permit Employee and the Aggrieved Employees to take legally compliant rest periods in a manner required by law. Employer regularly required Employee and the Aggrieved Employees to work in excess of four consecutive hours a day without Employer authorizing and permitting Employees to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Employer continued to assert control over Employee and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Employee and the Aggrieved Employees permission to take a rest period. Accordingly, Employer failed to authorize and permit Employee and the Aggrieved Employees to take rest periods in compliance with California law.

Employee and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employer, however, regularly failed to pay Employee and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Employee and the Aggrieved Employees for all wages as discussed above, Employer also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Employer failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Employer, all wages for all rest periods not authorized and permitted by Employer, and all wages for all hours worked. As a result, Employer owes employees the legally required wages for unpaid wages, and Employee and the Aggrieved Employees suffered damages in those amounts.

Moreover, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employees seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employer, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees.

Employer's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employee and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employer's records. Therefore, Employee and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employer. As a direct result, Employee and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel

Employer to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employer's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employer failed, and continues to fail to pay Employee and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employer's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Employer's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees are entitled to recover from Employer their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made

on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employer failed to, and continues to fail to timely furnish Employee and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employer violated Labor Code § 226, Employee and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees are entitled to recover from Employer the greater of their actual damages caused by Employer’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employer wrongfully required Employee and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Employer. Employee and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, cell phone expenses. Employee and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Employer, but Employer failed to indemnify Employee and the Aggrieved Employees for these employment-related expenses.

As a result, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employer for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employer violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;

LWDA

Notice of Labor Code Violations and PAGA

April 5, 2023

Page 9 of 9

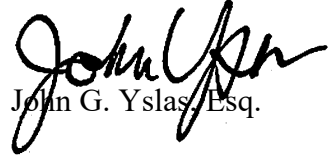
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing to indemnify for necessary expenditures; and
9. Labor Code §§ 226, 432, and 1198.5 by failing to timely produced requested payroll records, timecards, and personnel records.

Therefore, on behalf of all Aggrieved Employees, Employees seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employees have placed Employer on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John G. Yslas".

John G. Yslas, Esq.

EXHIBIT 4

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

Jake Stein, et al. v. Alternative Therapeutic Solutions, Inc., et al.
Case No. 23STCV07216 (Los Angeles County Superior Court)

***The Los Angeles County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from an employee class and a representative action lawsuit (“Action”) against Alternative Therapeutic Solutions, Inc.; South Cord Management LLC; Catalyst March for Action LLC; 562 Discount Med, Inc.; 316 Florence Holdings, LLC; 1539 Manchester Holdings LLC; F2-Palm Desert, LLC; Ryan Cameron Rayburn Collective Inc.; HNHPC, Inc., The Pajaro, Inc.; EEL – Pomona LLC, Catalyst – San Diego KM LLC; EEL – El Monte, LLC; Catalyst – Lancaster LLC; 11500 Vermont Holdings LLC; 4158 Pico Holdings LLC; 805 Beach Breaks Inc; Angel Organics Healing Center, LLC; Casey Crow Collective; Catalyst - Antioch LLC; Catalyst - Bellflower LLC; Catalyst - Distro LLC; Catalyst - Hawthorne, LLC; Catalyst - Long Beach V LLC; Catalyst - Lynwood LLC; Catalyst - San Bernardino LLC; Catalyst Hemet LLC; Catalyst - Santa Ana LLC; Central Valley - Sierra Associates; Diamond Alliance, LLC; EEL Oxnard LLC; Nebrina Daly City LLC; Pacific Roots Marina, LLC; Puradora LLC; RD x Catalyst - Costa Mesa LLC; EEL Holdings LLC; RD Stanton LLC; and Summit Strategy Enterprises LLC (“Defendants”) for alleged wage and hour violations. The Action was filed by former employees, Jake Stein and Margaret-Jessica Duran, and seeks payment of back wages and other relief for a class of all persons currently or formerly employed by Defendants as hourly-paid, non-exempt employees in the State of California (“Class Members”) who worked for Defendants during the Class Period (from October 7, 2018 through October 4, 2025, or the date of preliminary approval, whichever date is later); and (2) penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) for all Class Members who worked for Defendants during the PAGA Period (April 5, 2022 through October 4, 2025, or the date of preliminary approval, whichever date is later) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendants to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

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

The above estimates are based on Defendants’ records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

QUESTIONS? CALL **1-800-XXX-XXXX** TOLL FREE

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY.** You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendants for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendants. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendants for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendants for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendants' records indicate that you worked for Defendants at some point(s) between October 7, 2018 through the date of preliminary approval, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is April 5, 2022 through October 4, 2025, or the date of preliminary approval, whichever is later.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

QUESTIONS? CALL **1-800-XXX-XXXX** TOLL FREE

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Los Angeles County Superior Court, and the case is titled, *Jake Stein, et al. v. Alternative Therapeutic Solutions, Inc., et al.*, Case No. 23STCV07216. The persons who sued, Jake Stein and Margaret-Jessica Duran, are the Plaintiffs, and the companies sued, Alternative Therapeutic Solutions, Inc.; South Cord Management LLC; Catalyst March for Action LLC; 562 Discount Med, Inc.; 316 Florence Holdings, LLC; 1539 Manchester Holdings LLC; F2-Palm Desert, LLC; Ryan Cameron Rayburn Collective Inc.; HNHPC, Inc.; The Pajaro, Inc.; EEL – Pomona LLC; Catalyst – San Diego KM LLC; EEL – El Monte, LLC; Catalyst – Lancaster LLC; 11500 Vermont Holdings LLC; 4158 Pico Holdings LLC; 805 Beach Breaks Inc; Angel Organics Healing Center, LLC; Casey Crow Collective; Catalyst - Antioch LLC; Catalyst - Bellflower LLC; Catalyst - Distro LLC; Catalyst - Hawthorne, LLC; Catalyst - Long Beach V LLC; Catalyst - Lynwood LLC; Catalyst - San Bernardino LLC; Catalyst Hemet LLC; Catalyst - Santa Ana LLC; Central Valley - Sierra Associates; Diamond Alliance, LLC; EEL Oxnard LLC; Nebrina Daly City LLC; Pacific Roots Marina, LLC; Puradora LLC; RD x Catalyst - Costa Mesa LLC; EEL Holdings LLC; RD Stanton LLC; and Summit Strategy Enterprises LLC are the Defendants.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in the lawsuit allege wage and hour violations against Defendants for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and (8) Unfair Business Practices. In addition, Plaintiffs are seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above. Defendants deny Plaintiffs’ claims and deny any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiffs) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiffs or Defendants on the merits of the claims alleged in the lawsuit. Plaintiffs believe Plaintiffs would win at trial. Defendants think that Plaintiffs’ lawsuit would not proceed to a trial and/or that Plaintiffs would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiffs, as well as Plaintiffs’ lawyers (called “Class Counsel”), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All employees of Defendants who were classified as non-exempt and worked within the State of California at any time from October 7, 2018 through October 4, 2025, or the date of preliminary approval, whichever is later.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to pay a Gross Settlement Amount (“GSA”) of \$300,000.00 (Three Hundred Thousand Dollars and Zero Cents) to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of up to one-third of the GSA, currently \$100,000.00, and up to \$90,000.00 in costs; a Class Representative Service Payment of \$10,000.00 to Plaintiffs (for Plaintiffs’ work and efforts prosecuting this case); a PAGA Penalties payment of \$30,000.00 to resolve the PAGA claims; and Settlement Administration Costs to ILYM Group, Inc., not to exceed \$15,950. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$46,050.00. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$30,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or 75% \$22,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$7,500.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendants’ records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (October 7, 2018 through October 4, 2025, or the date of

preliminary approval, whichever is later). Eighty percent (80%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from April 5, 2022 through October 4, 2025, or the date of preliminary approval, whichever is later, ("PAGA Period"), you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). If your settlement check

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” the Released Class Claims described below against Defendants and all of Defendants’ subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns (“Released Parties”). The releases become effective once the GSA is fully funded by Defendants.

Released Class Claims: All Participating Class Members will release all claims, rights, demands, liabilities, and causes of action, alleged or which could have reasonably been alleged based on the facts alleged in the operative Complaint, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); and (8) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The enumeration of these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in the Complaint. The Released Class Claims are those that accrued during the Class Period.

Released PAGA Claims: All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiff’s April 5, 2023 PAGA Notice, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12) willful misclassification (pursuant to Cal. Labor Code § 226.8); (13) retaliation (pursuant to Cal. Labor Code § 1102.5); and (14) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558). The Released PAGA Claims are those that accrued during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 45 days after Class Notice is mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

ILYM Group, Inc.
Stein, et al. v. Alternative Therapeutic Solutions, Inc., et al. Settlement
XXXXX
City, State, XXXXX
Email:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (April 5, 2022 through October 4, 2025, or the date of preliminary approval, whichever is later). If you ask to be excluded, you may be able to sue (or continue to sue) Defendants in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is 45 days after Class Notice is Mailed.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No, you will not receive an Individual Class Payment if you exclude yourself. You will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (April 5, 2022 through October 4, 2025, or the date of preliminary approval, whichever is later). However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendants, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 378-2548
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to 1/3rd of the GSA (currently \$100,000.00) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$87,212.62 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiffs Jake Stein and Margaret-Jessica Duran in the amount of \$10,000 in addition to Plaintiffs' Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiffs have spent in service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], at the following address:

ILYM Group, Inc.
Stein, et al. v. Alternative Therapeutic Solutions, Inc., et al. Settlement

XXXXX
City, State, XXXXX
Email:

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at on in Department 12 of the Los Angeles County Superior Court located at 312 N Spring St, Los Angeles, CA 90012 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendants about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, _____, by calling toll free 1-800 _____, or you can write to the Administrator at the following address:

ILYM Group, Inc.

Jake Stein, et al. v. Alternative Therapeutic Solutions, Inc., et al. Settlement

XXXXX

City, State, XXXXX

Email:

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.