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Attorneys for PLAINTIFF **CLAUDIA RAMIREZ**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

CLAUDIA RAMIREZ, Plaintiff, vs. SUN-MAR HEALTH CARE, INC., a California corporation; F&B HEALTH CARE, INC., a California corporation; SUN-MAR REHABILITATION SERVICES, LLC, a California limited liability company; and DOES 1 THROUGH 100, inclusive, Defendants.	Case No.: CVRI2303781 [Assigned For All Purposes To: Hon. Judge Daniel A. Ottolia, Dept. 4] **DECLARATION OF ARTHUR SEZGIN, ESQ. IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT** [Notice of Motion to Approve PAGA Settlement; Memorandum of Points & Authorities; and [Proposed] Order filed concurrently herewith] **Date:** August 18, 2025 **Time:** 08:30 a.m. **Reservation ID:** 310520797574

<u>**DECLARATION OF ARTHUR SEZGIN, ESQ.**</u>

I, Arthur Sezgin, declare:

1. I am an attorney at law duly licensed to practice before all courts of the State of California and an attorney at the law firm of Sezgin Khousadian LLP, attorneys of record for Plaintiff Claudia Ramirez.

2. All statements herein are of my own personal knowledge except where stated upon information and belief and of those things I believe to be true.

3. This declaration is being submitted in support of the motion by Plaintiff for an order approving the settlement of the Private Attorneys General Act ("PAGA") cause of action in her action against Defendant F&B Health Care, Inc. ("Defendant" or "F&B Health Care").

4. A true and correct copy of the fully executed Private Attorneys General Act (Labor Code Section 2968 et seq.) Settlement Agreement ("Settlement Agreement") is attached hereto as **Exhibit A**.

5. A proposed order approving the PAGA Settlement has been concurrently filed.

6. The Settlement Agreement is on behalf of Plaintiff and all persons within the State of California who are or were employed by Defendant F&B Health Care from May 18, 2022 through May 7, 2025

7. Plaintiff complied with the procedures of California *Labor Code* § 2699.3 for bringing suit under the PAGA. On May 18, 2023, Plaintiff, on behalf of herself and Defendant's other California non-exempt, hourly employees (hereafter collectively the "Aggrieved Employees") gave written notice by electronic service to the California Labor & Workforce Development Agency ("LWDA") and via certified mail to Defendant of her claims against Defendant. In her notice to the LWDA, Plaintiff asserted on behalf of herself and the Aggrieved Employees that Defendant violated various laws, including California *Labor Code* §§ 203, 204, 226(a), 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 2800, 2802, 2698, 2699, and related IWC Wage Orders, including, but not limited to Wage Order No. 5, based on the various theories of liability, including, but not limited to, Defendant's alleged: (1) failure to pay minimum wage; (2) failure to

pay overtime wages; (3) failure to timely pay final wages; (4) failure to provide meal and rest periods; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized wage statements; and (7) unfair business practices.

8. Plaintiff filed this Action including a cause of action pursuant to the PAGA on July 24, 2023 in the Superior Court for the State of California, County of Riverside (Case No. CVRI2303781).

9. On April 26, 2024, the Parties attended a full-day mediation with experienced wage-and-hour mediator, Hon. Jeffrey K. Winikow (Ret.). Before mediation and prior to agreeing to the terms of the settlement, the Parties engaged in formal discovery regarding Defendant's policies, practices, operations, time and payroll information, and other topics. Defendant produced Plaintiff's personnel file, including time and payroll data for Plaintiff, and also produced the redacted time and payroll records for the Aggrieved Employees. Following mediation, through extensive ongoing arm's length negotiations and only after additional discovery and investigation were performed, the Parties agreed to settlement terms.

10. According to its records, Defendant employed approximately 441 Aggrieved Employees from May 18, 2022 through May 7, 2025, and issued paychecks for a total of approximately 11,938 pay periods worked for that same time period.

11. As stated above, through extensive arm's length negotiations at and following mediation, and only after discovery and investigation were performed, the Parties agreed to settlement terms.

12. The Parties conducted investigation of the facts and law both before and after the lawsuit was filed. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in Settlement Agreement are fair, reasonable, and adequate and are in the best interests of Plaintiff, the Aggrieved Employees, and Defendant in light of all known facts and circumstances and the risks inherent in litigation.

13. The Parties further recognize that the issues presented in the PAGA claim are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits.

14. The Settlement Agreement covers any and all civil penalties claims arising from all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint and the PAGA Notice.

15. Defendant hereby agrees to pay **$140,000.00** toward the settlement (the "Gross Settlement Amount" or "GSA") which will be distributed as follows:

1) **$46,662.00** (33 1/3% of the GSA) in **attorney's fees** to Sezgin Khousadian LLP;
2) **$11,157.70** in attorney **litigation costs and expenses** to Sezgin Khousadian LLP;
3) **$2,950.00** in **PAGA Settlement Administrator** costs to the Settlement Administrators (ILYM Group, Inc.);
4) **$79,230.30** (the "**Net Settlement Amount**" or "NSA") will be divided as follows:
    i. **$59,422.73** (75% of "NSA") to the **LWDA**, which represents civil penalties payable to the LWDA under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code Sections 2698 et seq.; and
    ii. **$19,807.57** (25% of NSA) (the "**Aggrieved Employee Amount**") to the Aggrieved Employees which represents civil penalties payable to the Aggrieved Employees as compensation for civil penalties that are allegedly owed on the representative PAGA claim for the period from May 18, 2022 through May 7, 2025.

16. Plaintiff and each Aggrieved Employee shall receive a portion of the Aggrieved Employee Amount on a pro-rata basis by multiplying the Aggrieved Employee Amount by the ratio of (i) the number of pay periods worked by the Aggrieved Employee during the release period and (ii) the total number of pay periods worked by all Aggrieved Employees during the release period.

17. As stated above, according to Defendant's records, at the time the instant settlement was reached, there were approximately 441 Aggrieved Employees from May 18, 2022 through May 7, 2025, and issued paychecks for a total of approximately 11,938 pay periods worked for that same time period.

18. The Parties agree to use ILYM Group, Inc. to handle the administration of this Settlement. Attached hereto as **Exhibit "B"** is a signed declaration from the Settlement Administrator, ILYM Group, Inc., attaching its "not-to-exceed" bid for administering the Settlement and attesting to: its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel.

19. All costs and expenses due to the Settlement Administrator in connection with its administration of the Settlement described in the Agreement, including, but not limited to, formatting and mailing the Notice of PAGA Settlement and Individual Settlement Payments, performing a National Change of Address database search to update the Aggrieved Employees' addresses prior to the mailing, performing skip-traces to locate and update Aggrieved Employees' addresses, calculating, and distributing Individual Settlement Payments, and any other tasks requested by the Parties or by the Court, among other tasks as reflected within this Agreement, will be paid through the Gross Settlement Amount.

20. The Settlement Administrator will provide Defendant with its bank wire instructions to establish the Qualified Settlement Fund (QSF). Within thirty (30) calendar days of the Effective Date as defined in the Agreement, Defendant shall transmit the Gross Settlement Amount to the Settlement Administrator.

21. Within fifteen (15) calendar days of Defendant transmitting the funds to the Administrator, the Administrator will pay to the Aggrieved Employees, their Individual Settlement Payments via first-class regular U.S. Mail; to PAGA Counsel, the Court-awarded Attorney's Fees and Litigation

Costs & Expenses Payment; to the LWDA, the Court-approved LWDA Payment; and to the Administrator, the Court-awarded Administration Fees and Expenses.

22. Aggrieved Employees shall have one hundred eighty days (180) to cash their checks. Any funds associated with uncashed checks after one hundred eighty (180) days will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California *Civil Code* §§ 1500 et seq., for the benefit of those Aggrieved Employees whose checks were voided.

23. For purposes of computing taxes, one hundred percent (100%) of the Aggrieved Employee Settlement Award shall be considered to be a civil penalty and shall therefore not be subject to withholding unless otherwise required by law. The Claims Administrator shall file proof of payment.

24. Pursuant to and in compliance with California Labor Code Section 2699(1), Plaintiff is providing a copy of the Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion for settlement approval as set forth in the accompanying proof of service.

25. In addition, Plaintiff will submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement within ten (10) days after entry of judgment or order.

26. Upon the approval by the Court of this Settlement Agreement, Plaintiff, the State of California, and each Aggrieved Employee shall fully release and forever discharge Defendant and the Released Parties from any and all claims, rights, demands, liabilities for violation of PAGA (California *Labor Code* §§ 2699 et seq.) that were set forth, or that could have been set forth based on the facts alleged in the Action during the PAGA Period, based on the various theories of liability, including, but not limited to, Defendant's alleged failure to: provide meal periods; provide rest periods; pay for all hours worked; pay minimum wages; pay overtime wages; provide accurate wage statements; timely pay all wages due in accordance with time periods prescribed by law; reimburse business expenses; keep accurate payroll records; and timely pay all final wages at separation of employment.

27. Notably, the released claims do not include the Aggrieved Employees' individual claims. This is only a settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the individual claims, if any, of the Aggrieved Employees. This settlement does not release any claim that is not a PAGA claim.

28. In addition, the release is limited to the employees of Plaintiff's direct employer – F&B Health Care, Inc. ("F&B Health Care"). Plaintiff was not directly employed by Sun-Mar Rehabilitation Services, LLC or Sun-Mar Health Care, Inc., and Plaintiff's ability to recover PAGA penalties on behalf of the employees of those co-defendants is uncertain.

29. Accordingly, although the PAGA claim against F&B Health Care will be resolved and released, the PAGA claims against Sun-Mar Rehabilitation Services, LLC and Sun-Mar Health Care, Inc. will be dismissed without prejudice.

30. Plaintiff and her counsel believe that the PAGA Settlement amount is fair and reasonable and therefore "shall" be reviewed and approved.

31. In the instant matter, before, during, and following mediation, Defendant argued, among other things, that it was unlikely that any Judge would award more than the actual amounts owed on the claims, let alone the full $100 or $200 per violation.

32. Defendant also adamantly disputes all of Plaintiff's allegations in the operative Complaint.

33. Therefore, at trial, any PAGA penalties awarded in this case could be significantly less than Plaintiff's calculation, even had Plaintiff prevailed on the PAGA claim.

34. Furthermore, Plaintiff recognizes that continued litigation presents significant risks that support a significant downward departure from Plaintiff's estimated civil penalties. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) (stating "Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation for each period the employee worked in relation to meal or rest period violations, failure

to pay minimum or overtime wages, failure to reimburse, and failure to provide accurate itemized wage statements.

35. The potential for recovery of the maximum possible civil penalties depends on circumstances that are highly unlikely and not in line with reality. It would depend on the Court stacking the maximum recoverable civil penalties for unpaid wages violations, inaccurate wage statements violations, inaccurate pay records violations, untimely wages violations, unreimbursed expenses violations, unprovided meal breaks violations, and unprovided rest breaks violations, per pay period for all 11,938 pay periods for all 441 potential Aggrieved Employees during the PAGA Period. Plaintiff's counsel is unaware of any California state court decision awarding a plaintiff and the other aggrieved employees he represents multiple civil penalties for the same pay period under different Labor Code provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to "stack" civil penalties arising under the various Labor Code statutes. Plaintiff's counsel had to substantially discount the value of these claims in the settlement negotiations for this and a variety of other reasons. At best, Plaintiff could hope to recover one penalty for each pay period (*regardless of the different Labor Code violations that potentially occurred for the same employee during the same pay periods*).

36. Additionally, Defendant maintains that Plaintiff and the Aggrieved Employees were properly compensated, and that it did not violate the Labor Code. Most importantly and relevant to this case, Defendant argued that the Supreme Court decision in *Brinker v. Super. Ct.* weakened, if not eliminated, Plaintiff's claims, on liability, value, and discretion with respect to the PAGA penalties, as to the meal and rest period claims. *Brinker v. Super. Ct.,* (2012) 53 Cal.4th 1004. A major component of the penalties alleged to have been owed by Defendant are attributed to non-compliant meal and rest breaks. Before, during, and after the mediation, Defendant aggressively argued that Defendant's policies and culture afforded the Aggrieved Employees an opportunity to take timely meal and rest breaks, and that employees like Plaintiff *chose* not to take compliant breaks. Specifically, Defendant's written policies encouraged Aggrieved Employees to take meal periods and rest breaks according to schedules compliant with the California Labor Code.

Defendant argued, therefore, that under the *Brinker* decision it has no liability for the missed breaks whatsoever. Moreover, Defendant had a practice and policy of paying a meal period premium or penalty for meal periods that were not Code-compliant.

37. Defendant also argued that it adopted and strictly enforced lawful policies and afforded Plaintiff and the Aggrieved Employees adequate time to take compliant meal and rest periods. Because Plaintiff's claims were largely based on the missed meal and rest periods, and because Defendant's written policies were indeed compliant, this presented a very real concern for Plaintiff. If successful, this defense could eliminate or substantially reduce any recovery under PAGA. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional. Accordingly, Defendant disputes and denies Plaintiff's PAGA claim which is resolved by the Settlement Agreement.

38. While Plaintiff believes Defendant's defenses could be overcome, Defendant maintains these defenses have merit, which therefore presents a serious risk to recovery of penalties. Indeed, these defenses present a risk to the PAGA claim and the possibility that some or all of the PAGA penalties sought may not be awarded. As such, in view of the risks, the settlement represents a fair, adequate, and reasonable compromise amount for these claims and is in the best interest of Plaintiff and Aggrieved Employees and thus warrants approval. *See Laguna v. Coverall N. Am., Inc.*, (9th Cir. June 3, 2014) 2014 WL 2465049 at 3.

39. As set forth in the accompanying proof of service, the LWDA has been provided notice of this motion and the PAGA Settlement.

40. The decision of the LWDA to accept the PAGA Settlement and not oppose the motion should be given considerable weight. This is not a situation where the Court needs to be concerned about the rights of absent employees as in a class settlement, as this PAGA-only settlement does not release the individual claims of absent employees, and the LWDA is a sophisticated government entity that is more than able to look out for its own rights.

41. Finally, Plaintiff's diligent and efficient litigation of this action resulted in the creation of an ascertainable common fund of $140,000.00 that will benefit the State of California and the Aggrieved Employees.

42. As stated above, Plaintiff has brought her PAGA claim based on Defendant's alleged: (1) failure to pay minimum wage; (2) failure to pay overtime wages; (3) failure to timely pay final wages; (4) failure to provide meal and rest periods; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized wage statements; and (7) unfair business practices. As also discussed above, the crux of Plaintiff's PAGA claim rests on her allegation that Defendant did not provide Code-compliant meal and/or rest periods.

43. With respect to meal periods, an analysis of Defendant's time records showed that of the 36,123 shifts in the records sampling eligible for a meal period, only 3,845 (or 11.9%) reflected a potential violation – i.e., the meal was unrecorded, less than 30 minutes, or commenced after the end of the fifth hour of work. This raised concerns with Plaintiff that this relatively low violation rate could affect Plaintiff's ability to prove that meal period violations were systemic. In addition, Plaintiff is aware that Defendant also paid meal period penalties for a significant number of these potential violations.

44. Assuming a maximum violation rate would have been proven, based on the 11,938 pay periods at issue and the $100.00 per pay period maximum permitted recovery, the total amount of penalties for which Defendant would have potentially been liable for could have been in the amount of approximately $1,193,800.00.

45. Both Parties' experts calculated a relatively low violation rate with regard to meal periods that were not Code-compliant – approximately 12%. Furthermore, Defendant had a practice or policy that afforded employees meal period premiums or penalties in the event a meal period was not Code-compliant. As such, though a violation of California's meal period laws could have been found at the time of trial, the extent of the alleged violation is relatively low.

46. As to rest periods, given that employees are not required to clock out for rest periods, proving this claim at the time of trial would be very difficult, especially since Defendant has clear policies pertaining to employees taking rest periods.

47. As stated above, before and after mediation, and prior to agreeing to the terms of the settlement, the Parties engaged in formal discovery regarding Defendant's policies, practices, operations, time and payroll information, and other topics. Defendant produced Plaintiff's personnel file, including time and payroll data for Plaintiff, and *also* produced the redacted time and payroll records for the Aggrieved Employees.

48. Furthermore, both Parties retained the services of an expert analyst to calculate the potential violation rates.

49. Plaintiff was unable to secure evidence demonstrating the alleged violations were knowing and intentional. Defendant adamantly denies violations occurred and that any potential violations were knowing and intentional. In fact, given its thorough policies and practice of paying meal period premiums or penalties, Defendant has taken the position that it took all reasonable steps to ensure its employees were afforded Code-complaint meal and rest periods.

50. As stated above, assuming a maximum violation rate would have been proven, based on the 11,938 pay periods at issue and the $100.00 per pay period maximum permitted recovery, the total amount of penalties for which Defendant would have potentially been liable for could have been in the amount of approximately $1,193,800.00.

51. That Defendant enforced strict policies related to its employees being afforded Code-compliant meal and rest periods, including its practice of paying meal period premiums or penalties, would strongly suggest that the imposition of the total amount of statutory penalties for which Defendant would be likely to be found liable at trial would be unjust, arbitrary and oppressive, or confiscatory.

52. An agreed-upon settlement in the amount of $140,000.00 for approximately 11,938 pay periods yields a per pay period penalty in the amount of approximately $11.73. This is essentially the violation rate of 12% crossed against the maximum recoverable PAGA civil penalty in the

amount of $100.00. In other words, a potential 12% violation rate should provide approximately 12% of the permitted penalty.

53. As stated above, on April 26, 2024, the Parties attended a full-day mediation session with experienced wage-and-hour mediator, Hon. Jeffrey K. Winikow (Ret.). Judge Winikow assisted with the ongoing negotiations following mediation.

54. The Parties believe the proposed settlement is fair and confers a significant benefit on the Aggrieved Employees and State of California.

55. The PAGA Settlement was possible because counsel was able to persuade Defendant that there was an appreciable risk that Plaintiff would prevail on the factual and legal issues underlying liability and overcome difficulties in proof as to monetary relief.

56. Second, the fee award is justified by the work performed. Generally, the Ninth Circuit and California Courts award multipliers between 2 to 4 times the lodestar to reward counsel for accepting the contingent risks of the litigation or obtaining good results. *See, e.g.*, *Laffitte*, 1 Cal.5th at 506 (approving one-third fee award with multiplier between 2.03 and 2.13); *see also Pellegrino v. Robert Half Int'l, Inc.*, (2010) 182 Cal.App.4th 278 (noting reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier).

57. The Action was filed in July 2023 and litigated for almost a two-year period before a resolution was reached.

58. Finally, the litigation costs and expenses expended to aid in the representation of the Aggrieved Employees are reasonable and include the following: (1) PAGA notice filing fee in the amount of $75.00; (2) complaint filing fee in the amount of $463.30; (3) service and other filing fees in the total amount of $419.40; (4) expert analysis fee in the amount of $1,200.00; and (5) mediation fees in the amount of $9,000.00. All of these costs are documented and reasonably incurred.

59. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of the Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant

motion for settlement approval as set forth in the accompanying proof of service in compliance with Labor Code Section 2699(1).

60. In addition, Plaintiff will submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement within ten (10) days after entry of judgment or order.

61. Attached hereto as **Exhibit "B"** is a signed declaration from the Settlement Administrator, ILYM Group, Inc., attaching its "not to exceed" bid for administering the Settlement and attesting to: its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel.

62. It is my understanding that this settlement would extinguish the PAGA claim asserted in the matter of *Balestero v. Tarzana Post Acute, LLC* (Los Angeles Superior Court Case No. 23ECV04611). Based on my communications with counsel for Defendant, it is my understanding that Defendant was named in the *Balestero* action as one of nearly forty (40) or so alleged employers, even though the plaintiff there was not directly employed by Defendant F&B Health Care.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, and that this declaration was executed on the 24th day of July, 2025 in Glendale, California.

Arthur Sezgin

DECLARANT

EXHIBIT A

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 et seq.) SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Claudia Ramirez ("Plaintiff") on behalf of herself and other current and former aggrieved employees, and Defendant F&B Health Care, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means Plaintiff's PAGA lawsuit captioned *Ramirez v. Sun-Mar Health Care, Inc., et al.* (Case No. CVRI2303781) initiated on July 24, 2023, and pending in Superior Court of the State of California, County of Riverside.

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

1.3. "Administration Expenses Payment" 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 approval of the Settlement.

1.4. "Aggrieved Employee" means a person employed by Defendant F&B Health Care, Inc. in California and classified as a non-exempt employee who worked for Defendant during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession, including the Aggrieved Employee's name, last known mailing address, Social Security number, and number of PAGA Pay Periods the Aggrieved Employee worked.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Riverside.

1.8. "Defendant" means named Defendant, F&B Health Care, Inc.

1.9. "Defense Counsel" means O'Hagan Meyer LLP.

1.10. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final the day the Court enters Judgment with no objections, appeals, interventions (attempted or permitted), motions to set aside the Judgment, or objections by the Labor Workforce Development Agency ("LWDA") being made, provided that the Settlement is not materially modified. A "material modification" does not include any reduction of the PAGA Counsel Fees Payment as described in this Agreement.

1.11. "Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the

Settlement.

1.12. "Gross Settlement Amount" means One Hundred Forty Thousand Dollars and Zero Cents ($140,000.00), which is the total amount Defendant agrees to pay in the Settlement of the PAGA cause of action. The Gross Settlement Amount shall be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.13. "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 the Aggrieved Employee worked during the PAGA Period.

1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code Section 2699, subd. (i).

1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code Section 2699, subd. (i).

1.16. "Net Settlement Amount" or "PAGA Penalties" mean the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (i) the PAGA Counsel Fees Payment; (ii) the PAGA Counsel Litigation Expenses Payment; and (iii) the Administrator's Expenses Payment. The remaining funds are to be allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of the PAGA claims.

1.17. "PAGA Counsel" means Sezgin Khousadian LLP, the attorneys representing the Plaintiff in the Action.

1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorney's fees and expenses, respectively, incurred to prosecute the Action.

1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant F&B Health Care, Inc. for at least one day during the PAGA Period.

1.20. "PAGA Period" means the period from May 18, 2022 through the date of Court approval of this Agreement, or earlier as provided by paragraph 8 of this Agreement.

1.21. "PAGA" means the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 et seq.).

1.22. "PAGA Notice" means Plaintiff's letter dated May 18, 2023 to Defendant and the LWDA providing notice pursuant to Labor Code Section 2699.3, subd.(a).

1.23. "Plaintiff" means Claudia Ramirez, the named Plaintiff in the Action.

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

1.25. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.26. "Released Parties" means: Defendant F&B Health Care, Inc., and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and each of their client companies.

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

2. RECITALS

2.1. On July 24, 2023, Plaintiff commenced this Action by filing a complaint and alleging the following causes of action: (1) Failure To Pay Minimum Wage, Violation Of California *Labor Code* § 1197; (2) Failure To Pay Overtime Wages, Violation Of California *Labor Code* § 510 & Wage Order No. 5; (3) Failure To Timely Pay Final Wages, Violation Of California *Labor Code* § 201; (4) Failure To Provide Meal & Rest Periods, Violation Of California *Labor Code* §§ 226.7, 512, & Wage Order No. 5; (5) Failure To Indemnify For Work-Related Expenses, Violation Of California *Labor Code* § 2802; (6) Violation Of California *Bus. & Prof. Code* §§ 17200 Et Seq. For Unfair Business Practices; (7) Failure To Provide Employee Personnel Files, Violation Of California *Labor Code* §§ 432, 1198.5; (8) Failure To Provide Accurate Itemized Wage Statements, Violation Of California *Labor Code* § 226; and (9) Private Attorneys General Act ("PAGA").

2.2. Defendant denies the allegations in the Action and PAGA Notice, denies any failure to comply with the laws identified therein, denies any and all liability for the causes of action alleged, and denies the existence of any aggrieved employees.

2.3. Pursuant to Labor Code Section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. On April 26, 2024, the Parties participated in an all-day mediation presided over by mediator Hon. Jeffrey K. Winikow (Ret.). Following the mediation, the Parties continued exchanging information and negotiating, thereby ultimately resulting in this Agreement to settle the Action.

2.5. Prior to the Parties reaching a resolution, Plaintiff obtained, through formal discovery requests, relevant, detailed information relating to the Aggrieved Employees over the PAGA Period including but not limited to a significant sampling of employees' time and wage records, the number of Aggrieved Employees and applicable pay periods, various policies, and other discovery necessary to facilitate resolution.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendant promises to pay One Hundred Forty Thousand Dollars and Zero Cents ($140,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in its order granting final approval of the Settlement:

3.2.1. **To PAGA Counsel:** The **PAGA Counsel Fees Payment**, not to exceed 33.3333% of the Gross Settlement Amount, and which is currently estimated to be in the amount of **Forty-Six Thousand Six Hundred Sixty-Two Dollars and Zero Cents ($46,662.00)**.

3.2.2. **<u>To PAGA Counsel</u>:** The **PAGA Counsel Litigation Expenses Payment**, which is currently estimated to be in the amount of **Eleven Thousand One Hundred Fifty-Seven Dollars and Seventy Cents ($11,157.70)**, including a PAGA notice filing fee in the amount of $75.00; complaint filing fee in the amount of $463.30; service and other filing fees in the total amount of $419.40; expert analysis fee in the amount of $1,200.00; and mediation fees in the amount of $9,000.00.

Defendant shall not oppose requests for the Court to approve these payments, provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel shall file a stipulation, application, or motion for the PAGA Counsel Fees Payment and the PAGA Litigation Expenses Payment. If the Court approves the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment in amounts less than those requested, the Administrator shall allocate the remaining funds to the Net Settlement Amount. The Released Parties shall have no liability to PAGA Counsel or any other attorneys for Plaintiff arising from any claim to any portion of the PAGA Counsel Fee Payment and/or the PAGA Counsel Litigation Expenses Payment. The Administrator shall pay the PAGA Counsel Fees Payment and the PAGA Counsel Expenses Payment using one or more IRS Forms 1099. PAGA Counsel assumes full responsibility and liability for any and all taxes that may be owed on the PAGA Counsel Fees Payment, and holds the Released Parties harmless, and indemnifies the Released Parties from, any dispute or controversy regarding any division or sharing of any of these payments.

3.2.1. **<u>To the Administrator:</u>** An **Administrator Expenses Payment** not to exceed **Two Thousand Nine Hundred and Fifty Dollars and Zero Cents ($2,950.00)** except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $2,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.2. **<u>To the LWDA and Aggrieved Employees:</u>** After deducting the above amounts, the Net Settlement Amount, which comprises the **PAGA Penalties**, is currently estimated to be **$79,230.30**, with **75% ($59,422.73)** allocated to the **LWDA PAGA Payment** and 25% **($19,807.57)** allocated to the **Individual PAGA Payments**.

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

3.2.2.2. For tax purposes, the Individual PAGA Payments will be characterized 100% as penalties. The Administrator will report the Individual PAGA Payments on IRS Forms 1099. It is the understanding of the Parties that there will be no additional employer-side taxes on the PAGA Payments, because it is 100% penalties. However, should the Court order any portion as wages, such employer-side taxes will be the sole liability of Defendant. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employees and Pay Period Estimates: Based on a review of its records as of the date the Parties agreed to resolve the matter, i.e., on or about May 7, 2025, Defendant estimates there were **441 Aggrieved Employees** who worked a total of approximately **11,938 PAGA Pay Periods**.

4.2. Aggrieved Employee Data: Within fifteen (15) days of the Effective Date, Defendant shall deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of the Settlement, and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who require access to the Aggrieved Employee Data to effect and perform as set forth in the Agreement. Defendant has a continuing duty to immediately notify the Administrator if it discovers that the Aggrieved Employee Data omitted employee identifying information and, if so, to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of the Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount by transmitting the sum of the Gross Settlement Amount to the Administrator no later than thirty (30) calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount: Within fifteen (15) calendar days of Defendant's funding of the Gross Settlement Amount, the Administrator shall mail checks for all of the Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Attorney's Fees and Litigation Costs and Expenses Payments, to the checks' respective payees, as set forth herein. Disbursement of the PAGA Counsel Attorney's Fees and Litigation Costs and Expenses Payments shall not precede disbursement of the Individual PAGA Payments.

4.4.1 The Administrator shall issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator shall cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the respective recipients' mailing addresses using the National Change of Address Database. The Administrator will include with each Individual PAGA Payment check a notice, a copy of which will first be submitted to the Court for approval along with the motion and/or application for approval of the Settlement informing the recipient of the scope of the Released PAGA Claims, and as to the recipient's responsibility, for any taxes payable on the amount received. The Notice shall be substantially in the form attached as Exhibit A to this Agreement.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undeliverable, without a United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail said check to the USPS forwarding address provided, or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take any further steps to deliver checks to any of the Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, provided that the Aggrieved Employee requests same prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. **RELEASES OF CLAIMS** Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff, the Aggrieved Employees, and PAGA Counsel shall release, and shall be deemed to have released, claims against the Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his, her, or their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences [that occurred during the PAGA Period], including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement or any other agreement Plaintiff has and/or may have with Released Parties, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff's release herein does not extend to her individual, non-PAGA claims alleged in the Action.

5.1.1. Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

5.2. Release by the Aggrieved Employees: All of the Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns ("the Aggrieved Employee Releasors"), the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3. Release by PAGA Counsel: PAGA Counsel releases, on behalf of its present and former attorneys, employees, agents, successors, and assigns ("the PAGA Counsel Releasors"), the Released Parties from all claims for attorney's fees and expenses incurred to prosecute the Action, or incurred in relation to the Action or the PAGA Notice, except as those fees and costs specifically provided for herein.

6. **<u>MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT</u>** The Parties shall jointly prepare and file a stipulation, application, or motion for approval of the Settlement, as follows:

6.1. <u>Plaintiff's Responsibilities</u>. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of the Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to the timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2. <u>Responsibilities of PAGA Counsel:</u> PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation for approval of the Settlement, and in no event later than 30 days after the full execution of the Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing before the Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's order granting approval of the Settlement to the Administrator within one business day of the Court issuing the order.

6.3. <u>Duty to Cooperate:</u> If the Parties disagree on any aspect of the proposed application or motion for approval of the Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting and conferring in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of the Settlement or conditions its approval on any material change to the Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **<u>SETTLEMENT ADMINISTRATION</u>**

7.1. <u>Selection of Administrator:</u> The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and have verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by the Agreement and to perform, as a fiduciary, all duties specified in the Agreement in exchange for payment of the Administration Expenses. The Parties and their respective 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. <u>Employer Identification Number:</u> The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings (if the Court deems it necessary) 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 United States Treasury Regulation section 468B-1.

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

8. CONTINUING JURISDICTION OF THE COURT The Parties agree that, after entry of the Judgment, the Court shall retain jurisdiction over the Parties, the Action, and the Settlement pursuant to California Code of Civil Procedure Section 664.6, solely for purposes of: (i) enforcing the Agreement and/or the Judgment; (ii) addressing settlement administration matters; and (iii) addressing such post-Judgment matters as are permitted by law.

8.1. Waiver of Right to Appeal. Provided the Approval Order and/or Judgment is consistent with the terms and conditions of this Agreement, or any executed addendum thereto, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel 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 another party 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. ADDITIONAL PROVISIONS

9.1. No Admission of Liability or Representative Manageability for Other Purposes: The Agreement represents a compromise and settlement of highly disputed claims. Nothing in the Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint, Action or PAGA Notice have merit or that Defendant has any liability for any claims asserted, nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of the Settlement only. If, for any reason, the Court does not approve the Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, the Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and the Agreement).

9.2. Integrated Agreement: Upon execution by the Parties and their counsel, the Agreement together with any attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

9.3. Attorney Authorization: PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to the Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of the Agreement, including any amendments to the Agreement.

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

9.5. No Prior Assignments: The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by any of the Parties to the Agreement.

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

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

9.8. Agreement Binding on Successors: The Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.

9.9. Applicable Law: All terms and conditions of the Agreement and any exhibits thereto shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

9.10. Cooperation in Drafting: The Parties have cooperated in the drafting and preparation of the Agreement. The Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting of the Agreement.

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

9.12. Use and Return of the Aggrieved Employee Data: Information provided to PAGA Counsel pursuant to California Evidence Code Section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligations to pay out all settlement funds, Plaintiff shall destroy all paper and electronic versions of the Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all settlement funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of the Aggrieved Employee Data.

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

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

9.15. Notice: All notices, demands or other communications between the Parties in connection with the Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
Arthur Sezgin, Esq.
Alisa Khousadian, Esq.
SEZGIN KHOUSADIAN LLP
500 N. Central Avenue, Suite 830
Glendale, California 91203
Telephone: 818-696-1330

To Defendant:
Andrew J. Sokolowski, Esq.
O'HAGAN MEYER LLP
550 South Hope Street, Suite 2400
Los Angeles, California 90071
Telephone: 213-423-6024

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

9.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure 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.

[*signatures on the following page and the remainder of this page intentionally left blank*]

IT IS SO AGREED:

Dated: 7/1/2025

DocuSigned by:

C083AF1D7B0F4CA...

Plaintiff Claudia Ramirez

Dated: ____________________

F&B Health Care, Inc.

APPROVED AS TO FORM

SEZGIN KHOUSADIAN LLP

Dated: 7/1/2025

DocuSigned by:

Arthur Sezgin

A28563B0C10041F...

Arthur Sezgin, Esq.
Attorneys for Plaintiff and the Aggrieved Employees

O'HAGAN MEYER LLP

Dated: ____________________

Andrew J. Sokolowski, Esq.
Attorneys for Defendant F&B Health Care, Inc.

IT IS SO AGREED:

Dated: ____________________

____
Plaintiff Claudia Ramirez

Dated: Jul 3, 2025

Trevor Rhead
Trevor Rhead (Jul 3, 2025 14:01 PDT)
F&B Health Care, Inc.

APPROVED AS TO FORM

SEZGIN KHOUSADIAN LLP

Dated: ____________________

____
Arthur Sezgin, Esq.
Attorneys for Plaintiff and the Aggrieved Employees

O'HAGAN MEYER LLP

Dated: June 30, 2025

Andrew J. Sokolowski
Andrew J. Sokolowski, Esq.
Attorneys for Defendant F&B Health Care, Inc.

EXHIBIT B

<u>DECLARATION OF LISA MULLINS</u>

1. I am a resident of the United States of America and am over the age of 21. I am the President for ILYM Group, Inc., (herein after referred to as "ILYM Group"), a professional class action services provider. I am preparing this declaration at the request of Plaintiff's Counsel. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in disseminating PAGA settlements 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. Attached hereto, as **Exhibit B** is ILYM Group's Security Summary and Protocol. ILYM Group is insured with E&O and Cyber Insurance policies.

3. ILYM Group has never had any financial interests in nor affiliation with the parties or counsel in the *Ramirez* matter.

4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone number to receive correspondence and inquiries from aggrieved employees. After receiving the data file from Defendant, which should contain the aggrieved employees' names, last known addresses, and social security numbers, ILYM Group will upload the data into our database and check for duplicates and other possible discrepancies.

5. As part of the preparation for notice and disbursement, ILYM Group will process aggrieved employees' names and addresses against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), to update and confirm the mailing addresses of the aggrieved employees before the mailing of the notice. To the extent an updated address is found in the NCOA database, ILYM Group will use the updated address for mailing the notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the original address provided by Defendant for mailing the notice.

6. ILYM Group's Disbursement Process will include but is not limited to; (a) applying for case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks including but not limited to overview and reconciliation of account; (c) calculating the individual settlement amounts; (d) preparing, administrating, and distributing settlement award checks to the Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts and will promptly remail the disbursement; (g) performing other such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's quote for this matter.

7. ILYM Group's fees associated with the administration of this settlement are: **$2,950.00**.

I declare, under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 1st day of July 2025, at Tustin, California.

Lisa Mullins

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.

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.

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.
ADMINISTRATIVE SETTLEMENT EXPERTS

CLARUS
IT SOLUTIONS

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.
CLASS ACTION ADMINISTRATION

Case Name: Ramirez

Thursday, May 15, 2025

Requesting Attorney:
Arthur Sezgin, Esq.
Sezgin Khousadian, LLP
arthur@sklaw.legal
818.696.1330

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

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggrieved Employees	**441**
Estimated Percentage of Remails	**15%**
Certified Spanish Translation	**No**
ILYM Group Static Website	**No**
NCOA	**Yes**
Case Duration (Years)	**1**

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

Case Startup:	$699.55
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$2,405.45
Case Conclusion:	$220.00
Estimated ILYM Fees & Expenses:	**$3,325.00**
Discounted ILYM Fees & Expenses:	**$2,950.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Ramirez

Thursday, May 15, 2025

Requesting Attorney's Name: Arthur Sezgin, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - *Import and Formatting of Data**	Hourly	$150.00	1	$150.00
Project Manager (Case notification and maintenance)	Hourly	$120.00	2	$240.00
NCOA	Flat Rate	$140.00	1	$140.00
Toll-Free Customer Service Representative	Flat Rate	$169.55	1	$169.55
			Subtotal	**$699.55**
DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	$150.00	1	$150.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	1	$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	$1.50	441	$661.50
USPS First Class 1oz Postage	Per Piece	$0.65	441	$286.65
Remails (Forward/Skip Trace Undeliverables)	Per Piece	$2.00	66	$132.30
Preparation of Taxes	Hourly	$150.00	2	$300.00
Annual Filing of Tax Return	Per Year	$750.00	1	$750.00
			Subtotal	**$2,405.45**
CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Declaration	Hourly	$120.00	1	$120.00
			Subtotal	**$220.00**

**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.*

**Additional Bank fees may apply*

Estimated ILYM Fees & Expenses: $3,325.00

Discounted ILYM Fees & Expenses: $2,950.00

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 Clients 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.