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A. Paragraph 1.25 of the Original Agreement is hereby amended to state as follows:

B. The Cover Letter attached to the Original Agreement as “Exhibit A” is hereby replaced with the revised Cover Letter attached hereto as “Exhibit A.”

Al N

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Attorneys for Plaintiff

Bret T. Jardine

A-ONE AMERICA, INC. and **STERLING**
INFOSYSTEMS, INC.

Exhibit A

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment for *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court Case No. CVRI2306180

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court Case No. CVRI2306180 (“Action”).

The lawsuit was filed on November 14, 2023, by Javario Datrail Luna (“Plaintiff”) against his former employers A-Check America, Inc. and Sterling Infosystems, Inc. (together, “Defendants”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. Prior to initiating the lawsuit, on September 6, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders (“PAGA Notice”).

Defendants deny all of Plaintiff’s allegations and deny any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendants.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California during the PAGA Period (“Aggrieved Employees”). The period September 10, 2022 to March 17, 2025 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<Effective Date and full funding of the Gross Settlement Amount>>, the Released Parties were released from the Released PAGA Claims.

“Released Parties” means Defendants and their successors (including but not limited to First Advantage), officers, directors, employees, and agents.

“Released PAGA Claims” means any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, during the PAGA Period, irrespective of the underlying theory of recovery supporting the claim for PAGA penalties. The released claims include, but are not limited to, PAGA claims based on any alleged violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable IWC Wage Order.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Fund in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Administrator] at [toll-free phone number].