

Exhibit B

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Colby Williams, et al. v. IDX Corporation, et al.
San Bernardino Superior Court, Case No. CVSB2415904

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I. NOTICE OF PAGA SETTLEMENT

The San Bernardino Superior Court (the “Court”) approved a settlement in the above action filed by Plaintiff Colby Williams (collectively “Plaintiff”) on behalf of himself and all other Aggrieved Employees. You received this notice because the records of IDX Corporation (“IDX”) indicate you worked for IDX in California at some time between May 4, 2023 and June 1, 2025.

Plaintiff filed the lawsuit seeking to recover civil penalties for violations of the California Labor Code on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under the California Private Attorneys General Act (“PAGA”). These civil penalties are based on Plaintiff’s allegations that Defendant IDX Corporation: (1) failed to pay minimum and other wages (including failure to pay compensation at the correct regular rate of pay); (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to provide rest periods; (5) failed to provide accurate wage statements; (6) failed to timely pay wages upon termination and during employment; (7) failed to pay reporting time wages; and (8) failed to reimburse business expenses in violation of Labor Code §§ 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.17, 1198, 1199, 2802, and 2804.

The Court has made no ruling, and will make no ruling, on the merits of the Lawsuit and its allegations and claims. This Notice is not an expression of any opinion by the Court as to the merits of Plaintiff’s claims.

IDX denies all liability and all of the claims, contentions, and each allegation made in the Lawsuit by Plaintiff. It maintains that it complied with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely to compromise and settle the action to avoid the cost and operational burden of continued litigation. The settlement is not an admission by IDX that any violations occurred or that any penalties are or were ever owed.

As indicated above, you are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” defined as: “all current and former hourly paid, non-exempt employees” employed by IDX during the PAGA Release Period. The PAGA Release Period is May 4, 2023 to June 1, 2025.

II. INDIVIDUAL PAGA PAYMENT

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each employee in the PAGA Period divided by the total number of pay periods worked by all employees in the PAGA Release Period.

III. RELEASE

The Court approved the Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all Aggrieved Employees, including you, will release IDX and each of their former and present insurers, affiliates, subsidiaries,

parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with IDX ("Released Parties") from liability for any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Lawsuit and PAGA Letter, and any amendments thereto, which occurred during the PAGA Release Period, including but not limited to, all claims for: (1) failure to pay minimum and other wages (including failure to pay compensation at the correct regular rate of pay); (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6) failure to timely pay wages upon termination and during employment; (7) failure to pay reporting time wages; and (8) failure to reimburse business expenses in violation of Labor Code §§ 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.17, 1198, 1199, 2802, and 2804.

The Settlement will bar you and any Aggrieved Employee covered by this Agreement (including you) from proceeding with any claim under PAGA released by this Settlement.

IV. CONCLUSION/QUESTIONS

You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided and the funds will be distributed to the State Controller's Unclaimed Property Fund in the name of the employee who did not cash the check.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit.

If you have any questions about this notice, please contact the Settlement Administrator, Atticus Administration, LLC at () - .

THIS LETTER IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUITS. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.