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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SANTA MONICA COURTHOUSE

TYLER STANDARD, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

NATIONAL DEBT RELIEF LLC, a New
York limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 24SMCV02377

Honorable Lisa K. Sepe-Wiesenfeld
Department N

**DECLARATION OF DANIEL BASS IN
SUPPORT OF PLAINTIFF’S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT
AGREEMENT, AWARD OF PAGA
COUNSEL FEES PAYMENT, PAGA
COUNSEL LITIGATION EXPENSES
PAYMENT, GENERAL RELEASE
PAYMENT, AND ADMINISTRATION
EXPENSES PAYMENT**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act Settlement
Agreement, PAGA Counsel Fees Payment,
PAGA Counsel Litigation Expenses Payment,
General Release Payment, and Administration
Expenses Payment; and [Proposed] Order and
Judgment filed concurrently herewith]

Reservation ID: 138756313550
Hearing Date: February 9, 2027
Hearing Time: 8:30 a.m.
Department: N

Complaint Filed: May 17, 2024
Trial Date: None Set

**DECLARATION OF DANIEL BASS IN SUPPORT OF PLAINTIFF’S MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT, AWARD OF PAGA COUNSEL
FEES PAYMENT, PAGA COUNSEL LITIGATION EXPENSES PAYMENT, GENERAL RELEASE
PAYMENT, AND ADMINISTRATION EXPENSES PAYMENT**

DECLARATION OF DANIEL BASS

I, Daniel Bass, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Tyler Standard (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwarzian is the Chief Executive Officer of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern

1 to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth
2 Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial
3 Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
4 Appellate District. In December of 2004, he obtained a license to practice law from the
5 California State Bar. Since in or around October of 2008, through his work at Lawyers *for*
6 Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment
7 class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
8 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
9 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
10 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
11 mediations. Together with other attorneys at the firm, and in many cases in conjunction with
12 co-counsel, he has successfully litigated cases involving the executive, administrative, and other
13 overtime exemptions to the State of California and federal overtime compensation requirements.
14 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
15 contested motion practice in approximately sixteen (16) cases in the last decade, and litigated
16 over 1,000 class action or representative action cases.

17 4. Arby Aiwazian is a Senior Partner of Lawyers *for* Justice, PC. He received his
18 Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum
19 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From
20 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
21 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
22 From approximately August 2008 to approximately December 2008, he served as a Judicial
23 Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the
24 Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice
25 before all courts of the State of California and all United States District Courts in the State of
26 California. He has worked on many wage-and-hour class action and representative action cases,
27 taking the lead in taking and defending depositions, arguing motions, and attending mediations.

He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Senior Partner of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and She is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral arguments on appeal and obtained notable decisions regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with

co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. Joanna Ghosh is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

6. Brian J. St. John is a Member of Lawyers *for* Justice, PC. He received his Bachelor's degree from the University of California, San Diego in 2010 and earned his Juris Doctor degree from the University of California, Berkeley, School of Law in 2013. He was admitted to practice law in California in 2015. He is admitted to practice before all courts of the State of California and all federal district courts in the State of California. He has worked on many wage and hour class action and PAGA representative matters, and his work has included *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, he spent several years working for a boutique employment and labor law firm representing employers, and, in 2019 and 2020, he was employed as general counsel for a DMHC licensed discount dental plan.

7. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Science degree in Psychology from Missouri State University in 2009, and a Juris Doctor degree from Washington University in St. Louis, School of Law in 2012, where I served as a Senior Editor of the Law Review and as a member of the Note Selection Committee. I am admitted to practice before all courts in the State of California, and all U.S. District Courts in California. From 2014 through and including the present, my practice consisted almost exclusively of complex wage and hour class action and PAGA action matters in California. I have worked at several plaintiffs'

side law firms, and started the employment practice at one of them. I have taken and defended dozens of depositions and have successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled a complex wage and hour class action and PAGA case at every step prior to trial. I also successfully handled briefing on appeals, including employer efforts to compel arbitration in *Jones v. UPS Supply Chain Solutions, Inc.*, California Court of Appeals for the First District, Case No. A160726 (Cal. App. Jul 01, 2021) (unpublished decision). Further, I have extensive experience with settlements of class actions and PAGA actions and have handled and supervised this process in over fifty (50) cases.

EXAMPLES OF RESULT IN REPRESENTATIVE AND CLASS ACTION CASES

8. What follows are just a few examples of the type of results Lawyers for Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court

1 granted final approval of the class action settlement. The Los Angeles County Superior Court
2 Case Number is BC430918.

3 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national retailer involving allegations of misclassification
5 of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
6 certification. On August 26, 2013, the court granted final approval of the class action settlement.
7 The Los Angeles County Superior Court Case Number is BC424012.

8 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA representative action against a bank, involving allegations of
10 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
11 granted final approval of the class and PAGA representative action settlement. The Kern County
12 Superior Court Case Number is S-1500-CV-273194-LHB.

13 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action against a national wholesale distributor
15 of plumbing and builder supplies, involving allegations of misclassification of multiple salaried
16 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
17 representative action settlement. The Sacramento County Superior Court Case Number is 34-
18 2012-00136285.

19 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class action against a multinational corporation that provides global workplace
21 solutions, involving allegations of misclassification of the “Operations Manager” position. On
22 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
23 County Superior Court Case Number is BC478769.

24 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
25 wage-and-hour class and PAGA representative action against a national retailer of household
26 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
27 final approval of the class and PAGA representative action settlement. The San Francisco
28

County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the “Department Manager” position. On August 12, 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

m) LFJ represented the plaintiff in a PAGA representative action against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

1 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of
3 non-exempt employees. On November 18, 2016, the court granted final approval of the class
4 and PAGA representative action settlement. The San Francisco County Superior Court Case
5 Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

6 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
7 representative action against a foodservice distributor, on behalf of non-exempt employees. On
8 January 26, 2017, the court granted final approval of the class and PAGA representative action
9 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

10 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
11 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
12 the employer's motion to compel arbitration, which resulted in a published opinion by the
13 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
14 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
15 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
16 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
17 5046.

18 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a consumer packaging company,
20 on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the
21 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
22 Number is BC590429.

23 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a manufacturer of food service
25 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
26 approval of the class and PAGA representative action settlement. The Orange County Superior
27 Court Case Number is 30-2015-00810013-CU-OE-CXC.

1 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a lumber and hardware company
3 on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the
4 class and PAGA representative action settlement. The Orange County Superior Court Case
5 Number is 30-2014-00747750-CU-OE-CXC.

6 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
7 representative action against a property management company, on behalf of non-exempt
8 employees. On June 14, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC586234.

11 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a food company on behalf of non-exempt employees. On June 30,
13 2017, the court granted final approval of the class and PAGA representative action settlement.
14 The Sacramento County Superior Court Case Number is 34-2015-00175871.

15 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
16 representative action against a chocolate company on behalf of non-exempt employees. On July
17 19, 2017, the court granted final approval of the class and PAGA representative action
18 settlement. The Alameda County Superior Court Case Number is RG15764300.

19 w) LFJ firm represented the plaintiff in a PAGA representative action, against
20 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
21 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
22 Los Angeles County Superior Court Case Number is BC569664.

23 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a manufacturer of plastic containers on behalf of non-exempt
25 employees. On October 31, 2017, the court granted final approval of the class and PAGA
26 representative action settlement. The Los Angeles County Superior Court Case Number is
27 BC577233.

1 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
3 employees. On December 11, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC569646.

6 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a property management company
8 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
9 approval of the class and PAGA representative action settlement. The Los Angeles County
10 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
11 Number is 4819.

12 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a global provider of flexible office
14 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
15 representative action settlement. The Los Angeles County Superior Court Case Number is
16 BC498401.

17 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
18 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
19 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
20 The Tulare County Superior Court Case Number is VCU264528.

21 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
22 representative action against a behavioral health service provider on behalf of non-exempt
23 employees. On November 13, 2018, the court granted final approval of the class and PAGA
24 representative action settlement. The Alameda County Superior Court Case Number is
25 RG16811450.

26 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 PAGA representative action against a global provider of products and services to the energy
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industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. On November 2, 2023, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed

1 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
2 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
3 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted
4 approval of the PAGA representative action settlement. The San Diego County Superior Court
5 Case Number is 37-2016-00005578-CU-OE-CTL.

6 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action against a large national drug testing
8 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
9 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
10 granted final approval of the class and PAGA representative action settlement. The San Diego
11 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

12 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
14 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020,
15 the court granted in part the plaintiff's motion for class certification and certified a class. The
16 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
17 Judicial Council Coordination Proceeding Number is 4930.

18 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a plastic packaging company on
20 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs'
21 motion for class certification and certified a class. On November 8, 2021, the court granted
22 approval of the partial settlement of the action. On April 22, 2024, the court granted approval
23 of the PAGA settlement and entered an order dismissing the action. The San Bernardino County
24 Superior Court Case Number is CIVDS1507361.

25 mm) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against manufacturer and supplier of power products and services
27 on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'
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1 motion for class certification and certified a class. On August 27, 2021, the court granted final
2 approval of the class action settlement. The San Diego County Superior Court Case Number is
3 37-2015-00025968-CU-OE-CTL.

4 nn) LFJ represented the plaintiff in a wage-and-hour class action against a
5 nutritional products manufacturer on behalf of non-exempt production line employees. On
6 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
7 certified a class. On January 16, 2024, the court granted final approval of the class and PAGA
8 representative action settlement. The Solano County Superior Court Case Number is
9 FCS051001.

10 oo) LFJ represents the plaintiffs in a wage-and-hour class action against a
11 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for
12 the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On
13 July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a
14 class. The Los Angeles County Superior Court Case Number is BC707670.

15 pp) LFJ represents the plaintiffs in a wage-and-hour class action against a
16 chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted
17 in part the plaintiffs' motion for class certification and certified a class. The San Francisco
18 Superior Court Case Number is CGC-20-582809.

19 THE LAWSUIT

20 9. Defendant is a for-profit debt relief company. During the relevant time period,
21 Defendant operated multiple locations in the United States, including at least one office in
22 California. Plaintiff Tyler Standard is a former employee of Defendant.

23 10. Plaintiff has satisfied the prerequisites under California Labor Code section
24 2699.3(a), including, and not limited to, providing the California Labor and Workforce
25 Development Agency ("LWDA") and the employer with written notice of the specific
26 provisions of the California Labor Code that are alleged to have been violated, including the
27 facts and theories to support the alleged violations, by way of written correspondence on behalf
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1 of Plaintiff that was dated March 13, 2024 (“PAGA Notice”). The PAGA Notice was sent by
2 U.S. Certified Mail to the employers and submitted to the LWDA by way of online submission
3 on the LWDA’s website. Aside from confirmation of receipt of the PAGA Notice, the LWDA
4 did not respond to the PAGA Notice. A true and correct copy of the PAGA Notice is attached
5 hereto as “**EXHIBIT 2.**”

6 11. On May 17, 2024, Plaintiff filed a Complaint for Enforcement Under the Private
7 Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) against
8 Defendant in the Los Angeles County Superior Court (“Court”), Case No. 24SMCV02377 (the
9 “Action”). Plaintiff’s core allegation is that Defendant has violated the California Labor Code
10 by engaging in a uniform practice and procedure, with respect to Plaintiff and other Aggrieved
11 Employees, of, *inter alia*, failing to pay overtime and minimum wages, failing to provide
12 compliant meal and rest periods and associated premiums, failing to pay timely wages during
13 employment and upon termination of employment, failing to provide complete and accurate
14 itemized wage statements, failing to keep complete and accurate payroll records, and failing to
15 reimburse necessary business-related expenses and costs.

16 12. On June 24, 2024, Defendant filed an Answer to the Operative Complaint.
17 Defendant maintained, and continues to maintain, that it had, and continues to have, legally-
18 compliant employment policies and practices throughout the time period at issue. Defendant
19 denies that it ever violated any provision of the California Labor Code, including, but not limited
20 to, those sections for which Plaintiff seeks penalties under the PAGA.

21 13. On September 27, 2024, Defendant filed a motion to compel arbitration of
22 Plaintiff’s individual PAGA claims and stay the representative claims. On December 19, 2024,
23 Defendant’s motion was denied. On January 3, 2025, Defendant filed a motion for the Court to
24 reconsider the motion, or allow Defendant to renew its motion to compel arbitration, which was
25 also denied, on March 24, 2025.

26 14. On June 17, 2025, Defendant appealed the order denying Defendant’s motion to
27 compel arbitration and the order denying Defendant’s motion for reconsideration. On July 29,
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2025, the Court of Appeal of the State of California, Second Appellate District, issued a notice informing the Parties that Defendant’s appeal may have been untimely filed. On October 21, 2025, Defendant’s appeal was dismissed.

THE SETTLEMENT REACHED IN THE ACTION

15. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorneys General Act Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff Tyler Standard, for himself and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendant National Debt Relief LLC (“Defendant”). The Plaintiff has also drafted and circulated the proposed informational cover letter (“Cover Letter”) for mailing to Aggrieved Employees when Individual PAGA Payments are distributed to them, in substantially the form attached as “EXHIBIT A” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement, Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, General Release Payment, and Administration Expenses Payment. The Court is respectfully requested to approve the proposed Cover Letter.

16. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (“Aggrieved Employees”). The “PAGA Period” means the period between March 13, 2023, through the date of the Order approving the Settlement. Based on information provided by Defendant, it is estimated that during the PAGA Period there are approximately 39 Aggrieved Employees who are credited with 1,798 PAGA Pay Periods. In the event that the final number of PAGA Pay Periods exceeds that number by more than 10%, Defendant shall either: a) pay a proportionate increase in the Gross Settlement Amount for every Pay Period over 1,978; or b) revise the end date of the PAGA Period so that the PAGA Period includes no more than 1,978 PAGA Pay Periods. Defendant shall calculate PAGA Pay Periods and make its election by the statutory deadline to oppose a noticed motion,

1 i.e. nine court days before the hearing on Plaintiff's motion for approval of the Settlement and
2 if option "b" is selected, advise the Court of the same.

3 17. Defendant has agreed to pay the gross amount of \$100,000.00 ("Gross Settlement
4 Amount"), subject to possible increase under Section 4.1 of the Settlement Agreement, to settle
5 this matter. The Settlement Agreement provides that the "Net Settlement Amount" will be the
6 Gross Settlement Amount less the following amounts: (1) PAGA Counsel Fees Payment in the
7 amount of \$40,000.00 for attorneys' fees and PAGA Counsel Litigation Expenses Payment of
8 up to \$18,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC
9 ("PAGA Counsel"); (2) General Release Payment in the amount of \$5,000.00 to Plaintiff; and
10 (3) Administration Expenses Payment of up to \$4,000.00 to the Administrator. PAGA Counsel
11 only seeks an award of reimbursement of actual litigation costs and expenses, currently in the
12 amount of \$14,800.28, and assuming that the requested PAGA Counsel Fees Payment, PAGA
13 Counsel Litigation Expenses Payment, General Release Payment, and Administration Expenses
14 Payment, are approved by the Court, the Net Settlement Amount is estimated to be
15 approximately \$37,524.72. The Net Settlement Amount will be distributed to the LWDA and
16 the Aggrieved Employees pursuant to California Labor Code section 2699(i). 75% of the Net
17 Settlement Amount will be distributed to the LWDA, which is estimated to be \$28,143.54
18 ("LWDA PAGA Payment"), and 25% of the Net Settlement Amount, which is estimated to be
19 \$9,381.18, will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the
20 number of pay periods they each worked during the PAGA Period ("PAGA Pay Periods"). The
21 parties have agreed to retain ILYM Group, Inc. ("ILYM" or "Administrator") to handle the
22 administration of the Settlement, and the Court is respectfully requested to appoint ILYM to
23 serve as the Administrator. The Administration Expenses Payment is estimated not to exceed
24 \$4,000.00 and will be paid out of the Gross Settlement Amount, subject to approval by the Court.

25 **THE LITIGATION AND WORK PERFORMED BY PAGA COUNSEL**

26 18. The effectiveness of PAGA Counsel, Lawyers *for* Justice, PC in prosecuting this
27 case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the
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State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

19. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal full-day mediation on September 25, 2025, conducted by Hon. Michael R. Wilner (Ret.), a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the Parties reached the Settlement described herein. In the course of mediation and settlement discussions, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, meal waivers, regular rate of pay calculations, arbitration agreements, wage-and-hour enforcement, and the evidence produced and analyzed, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

20. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of hundreds of pages of information, documents, and data obtained from Plaintiff, Defendant, and other sources. PAGA Counsel propounded multiple sets of formal written discovery requests onto Defendant (specifically, Requests for Admission (Set One), Requests for Production of Documents (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories – General (Set One)), reviewed Defendant's objections and

1 responses thereto, and served notices of depositions of Defendant's Person Most Knowledgeable
2 designees regarding organizational structure, wage and hour practices, and affirmative defenses,
3 along with requests for production of documents. The information, documents, and data that
4 were reviewed and analyzed by PAGA Counsel included, and were not limited to, Plaintiff's
5 employment records; a detailed sampling of Aggrieved Employees' time and pay data; and
6 multiple iterations of Defendant's Employee Handbook; job descriptions; various forms,
7 agreements, and acknowledgments (such as, Sales Commission Agreement, Non-Disclosure,
8 Non-Solicitation, and Intellectual Property Agreement, Sexual Harassment Policy and
9 Prevention Training Acknowledgment Form, Agreement to Employment Arbitration Program,
10 Acknowledgement of Receipt of California Meal Period and Rest Break Policy, and Employee
11 Meal Break Waiver Form), and Defendant's operations and employment practices, policies, and
12 procedures (such as, Authorization for Use of Biometric Time Clock and Compensation Plan
13 for Hourly Rate Sales Agents and Team Leaders), among other documents.

14 21. Counsel for the parties undertook significant investigation and evaluation of the
15 PAGA claim and related allegations, including, and not limited to, calculating the potential
16 monetary recovery under PAGA. Other work performed by PAGA Counsel included, but was
17 not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, case
18 management, discovery, arbitration, mediation, and settlement negotiations, among other issues;
19 case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings,
20 motion-related papers, briefs for settlement negotiations and mediation, and the settlement
21 agreement; propounding written discovery requests and notices of depositions of Defendant's
22 persons most knowledgeable designees and reviewing Defendant's objections and responses
23 thereto; claims evaluation and analysis; preparing for and participating in settlement
24 negotiations and the mediation; and preparing for and appearing for court proceedings. Counsel
25 for the parties have further invested time to research the applicable law, which is evolving as it
26 relates to representative PAGA actions, off-the-clock theory, meal and rest periods, meal
27 waivers, regular rate of pay calculations, arbitration agreements, wage-and-hour enforcement,
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1 Plaintiff's claims, and Defendant's defenses, as well as facts discovered.

2 22. Based on investigation and information discovered, PAGA Counsel believes that
3 there is sufficient evidence to support the allegations that Defendant violated the California
4 Labor Code. While PAGA Counsel believes that the PAGA claim has merit and that Plaintiff
5 will ultimately succeed in this litigation and prevail at trial, Plaintiff and PAGA Counsel also
6 recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery.
7 For example, although wage-and-hour actions are amenable to resolution as to a group of
8 employees, some courts have also found that, for various reasons, the issues raised by Plaintiff,
9 including, and not limited to, the issues of non-compliant meal periods, non-compliant rest
10 periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable
11 for adjudication as to a group of employees.

12 23. Plaintiff and his counsel have also considered the uncertainty and risk of the
13 outcome of further litigation, including the difficulties and delays inherent in such litigation. In
14 order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in
15 the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants
16 the imposition of penalties.

17 **THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE**
18 **OF POSSIBLE OUTCOMES**

19 24. In order for Plaintiff to prevail on the PAGA claim, he would have to prove that
20 Defendant engaged in the alleged California Labor Code violations and demonstrate that
21 Defendant's conduct warrants the imposition of penalties. Furthermore, although wage-and-
22 hour actions are amenable to resolution as to a group of employees, some courts have also found
23 that, for various reasons, the issues raised by Plaintiff raise individualized issues and/or are not
24 suitable for adjudication as to a group of employees.

25 25. From the inception of this litigation, Defendant indicated that it would
26 aggressively litigate this case and contended that it would ultimately succeed in the action.
27 Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued
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1 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
2 litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform
3 policy and systematic scheme of wage abuse against any of its employees, and that it had, and
4 continues to have, legally-compliant employment policies and practices throughout the time
5 period at issue. Defendant denies that it ever violated any provision of the California Labor
6 Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for
7 representative adjudication for any purpose other than the Settlement.

8 26. Defendant also challenged Plaintiff's standing as an aggrieved employee,
9 including in a Motion to Compel Arbitration, and denied that any of its other employees whom
10 Plaintiff seeks to represent are aggrieved. Also, multiple courts have taken an approach
11 requiring a plaintiff to establish standing and face the possibility of bifurcation of discovery
12 and/or trial of the PAGA claim. See *Amalgamated Transit Union, Local 1756, AFL-CIO v.*
13 *Superior Court*. (2009) 46th Cal.4th 993, 1001 (noting that PAGA "require[s] a plaintiff to have
14 suffered an injury resulting from an unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D.
15 Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported
16 bifurcation because of the difficulties and inherent uncertainties of being able to establish
17 liability with respect to a large number of potentially aggrieved employees and noted that
18 "PAGA's public purpose would be ill-served if the court finds [the plaintiff] has not been
19 aggrieved by a Labor Code violation"); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d
20 496, 504 (Trial courts have "broad discretion to determine the order of proof in the interest of
21 judicial economy"); see also Cal. Code Civ. Proc. § 598 (The court may "when the convenience
22 of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would
23 be promoted thereby, on motion of a party, after notice and hearing, make an order. . . that the
24 trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof
25 in the case[.]"); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any cause of action
26 or of any separate issue in the interest of convenience or to avoid prejudice); Cal. Code Civ.
27 Proc. § 2019.020(b) (Courts have the power to "establish the sequence and timing of discovery
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1 for the convenience of parties and witnesses and in the interests of justice”); *Horton v. Jones*
2 (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is allowed
3 to avoid wasting time and money on trial when litigation of issues could be rendered moot).

4 27. Further, Defendant also maintained that, in addition to its strong arguments
5 against the underlying claims, it would be unjust to award the maximum potential PAGA
6 penalties. There was also a dearth of law and guidance regarding trials and/or assessment of
7 penalties under the PAGA statute, there is no clearly established methodology for the valuation
8 and/or assessment of PAGA penalties, and case outcomes (such as those discussed below) have
9 shown that the actual amount of civil penalties actually assessed by trial courts is far less than
10 the amount sought.

11 28. PAGA Counsel was also aware of case law indicating that courts have attributed
12 little separate value to PAGA claims, for example, allowing them to be resolved for \$0 where
13 the other underlying California Labor Code claims are being (or have been) resolved, or,
14 assessing much lower amounts of civil penalties against employers than are sought. See e.g.,
15 *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104,
16 1111 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award
17 PAGA penalties the Court sees fit” and reducing the PAGA penalty award significantly from
18 the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange
19 County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties
20 requested, the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th
21 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court’s \$150,000
22 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per
23 violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No.
24 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San
25 Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties
26 awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-
27 SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after
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trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

29. Importantly, Defendant also contended that the claims of Plaintiff and other Aggrieved Employees are subject to enforceable arbitration agreements. Defendant contended that, taken together, these agreements could effectively be used to require Aggrieved Employees to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. There is also uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, as a result of a recent United States Supreme Court decision, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim has not been eviscerated and has been preserved, arbitration agreements may be used to select the forum and procedure to be used to resolve PAGA claims to some extent. Recently, the California Supreme Court confirmed that

an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are not severed from one another, it is still possible that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose standing to pursue non-individual PAGA claims. *Id.* at 693.

30. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement, capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties if an employer meets certain conditions, has created uncertainty regarding the future of claims for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

31. While Plaintiff disagrees with Defendant's contentions and maintains that his PAGA claim has merit, in reaching the settlement, Plaintiff and his counsel took into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

32. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim (as discussed

below). Accordingly, the parties have conducted sufficient investigation and review of data, documents, and information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations and proposal of the mediator Hon. Michael R. Wilner (Ret.), who is highly experienced in mediation complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs, risks, and delays to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

ATTORNEYS' FEES REQUESTED BY PAGA COUNSEL

33. As set forth more fully in the accompanying Motion, PAGA Counsel seeks attorneys' fees in the amount of forty percent (40%) of the Gross Settlement Amount which is \$40,000.00 (if the Gross Settlement Amount remains \$100,000.00). Pursuant to the contingency-fee agreement entered into by and between Plaintiff and PAGA Counsel, Plaintiff has agreed to a contingency fee of forty percent (40%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that PAGA Counsel took in commencing the case; (2) the time, effort, and expense that PAGA Counsel dedicated to the case; (3) the skill and determination that PAGA Counsel has shown; (4) the results that PAGA Counsel has achieved throughout the litigation; (5) value of the settlement that PAGA Counsel has achieved in the case; and (6) the other cases that PAGA Counsel has turned down in order to devote its time and efforts to this case.

LITIGATION COSTS AND EXPENSES INCURRED BY PAGA COUNSEL

34. The Settlement provides for reimbursement of litigation costs and expenses of up to \$18,000.00. PAGA Counsel seeks reimbursement of actual costs and expenses, currently estimated as \$14,800.28 for litigation costs and expenses incurred in this case, as reflected in

the Case Cost Detail attached hereto as “**EXHIBIT 3.**” It should be noted that PAGA Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought for reimbursement is less than the maximum amount (\$18,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of approximately \$3,199.72 will be part of the Net Settlement Amount.

GENERAL RELEASE PAYMENT TO PLAINTIFF

35. For his broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 5 of the Settlement Agreement), the Settlement provides General Release Payment to Plaintiff in the total amount of \$5,000.00 to be paid out of the Gross Settlement Amount, subject to approval by the Court. The requested General Release Payment is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing his employment with his counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever his counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive General Release Payment, in addition any individual penalties payment he will receive as an aggrieved employee.

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

Paul

Daniel Bass

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This Private Attorneys General Act Settlement Agreement (“Agreement”) is made by and between Plaintiff Tyler Standard (“Plaintiff”) on behalf of himself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Paragraph 1.4 below) and Defendant National Debt Relief LLC (“Defendant”), subject to approval by the Court. The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s Private Attorneys General Act (“PAGA”) lawsuit alleging PAGA violations against Defendant captioned *Tyler Standard v. National Debt Relief LLC*, initiated on May 17, 2024, and pending in Superior Court of the State of California, County of Los Angeles as Case No. 24SMCV02377.
- 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 this Settlement.
- 1.4. “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s names, last-known mailing addresses, Social Security numbers, and number of PAGA Pay Periods worked by each.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employees’ 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 Los Angeles.
- 1.8. “Defense Counsel” means Marlene Muraco, Littler Mendelson, 50 West San Fernando St., 7th Floor, San Jose, CA 95113-2434, Tel: 408.795.3435; Fax: 408.288.5686.
- 1.9. “Effective Date” means the date by when all of the following events 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 as of the latest of the following

occurrences: (a) when the period for filing any appeal, writ or other appellate proceeding opposing the settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; (b) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) when any appeal, writ or other appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief. If the Court declines to approve the settlement, the Parties will work in good faith to address the Court's concerns. If, after the Parties have exhausted all good faith efforts to obtain approval of the Settlement Agreement, the Court declines to approve the Settlement, the entire Settlement Agreement is deemed void and unenforceable as if no Settlement of any claim was ever reached.

- 1.10. "General Release Payment" means the payment of up to the amount of \$5,000.00, to Plaintiff, which Defendant will not contest, for Plaintiff agreeing to the broader release in Paragraph 5.1 below.
- 1.11. "Gross Settlement Amount" means \$100,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 4.1 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the General Release Payment and the Administration Expenses Payment.
- 1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. "Judgment" means the judgment entered by the Court based upon the Court's Approval Order.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency.
- 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" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the General Release Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. "PAGA Counsel" means Joanna Ghosh, Daniel Bass, and Brian J. St. John of Lawyers *for* Justice, PC, 450 North Brand Boulevard, Suite 900, Glendale, CA 91203, Tel: 818.265.1020; Fax: 818.265.1021, 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 attorneys' 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 for at least one day.
- 1.20. "PAGA Period" means the period from March 13, 2023 to the date of the Approval Order.
- 1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.). Unless otherwise specified herein, all citations and references to the PAGA are to the version of the statute prior to the amendment effective July 1, 2024; the amended statute does not apply to the Action and the Settlement pursuant to California Labor Code section 2699(v), as amended, because the PAGA Notice was submitted to the LWDA before June 19, 2024.
- 1.22. "PAGA Notice" means Plaintiff's March 13, 2024 letter to Defendant and the LWDA providing notice pursuant to California Labor Code section 2698, *et seq.* of Plaintiff's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, thereby initiating LWDA Case Number LWDA-CM-1016484-24.
- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.
- 1.24. "Plaintiff" means Tyler Standard, the named plaintiff in the Action.
- 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. "Plaintiff's Released Claims" means the claims being released by the Plaintiff as described in Paragraph 5 below.
- 1.27. "Released PAGA Claims" means the claims being released by Plaintiff and the State of California, with respect to Aggrieved Employees, as described in Paragraph 5 below.
- 1.28. "Released Parties" means National Debt Relief LLC and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

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

2. RECITALS.

- 2.1. On May 17, 2024, Plaintiff commenced this Action by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. asserting a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders. The Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the claims alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On September 25, 2025, the Parties participated in an all-day mediation presided over by Judge Michael R. Wilner and, with the aid of the mediator’s evaluation, the Parties ultimately reached this Agreement to resolve the Action in its entirety.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, information regarding the composition of the alleged group of Aggrieved Employees and regarding Defendant’s relevant wage and hour practices.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 4.1 below, Defendant promises to pay \$100,000.00 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 the Final Approval:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 40% which

is currently estimated to be \$40,000 (if the Gross Settlement Amount remains \$100,000.00) and PAGA Counsel Litigation Expenses Payment of not more than \$18,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment.

- 3.2.2. To Plaintiff: A General Release Payment of not more than \$5,000. Defendant will not oppose requests for Court approval of this payment provided that it does not exceed \$5,000. Plaintiff and/or PAGA Counsel will file an application or motion for the General Release Payment along with the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a General Release Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the General Release Payment using one or more IRS 1099 Forms. Plaintiff assumes full responsibility and liability for taxes owed on the General Release Payment and holds Defendant harmless from any dispute or controversy regarding any division or sharing of any of the General Release Payment.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$4,000.00 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 \$4,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of the Net Settlement Amount (estimated at \$33,000.00 if the Gross Settlement Amount Remains \$100,000) to be paid from the Gross Settlement Amount, with 75% of the Net Settlement Amount allocated to the LWDA PAGA Payment and 25% of the Net Settlement Amount allocated to the Individual PAGA Payments.
 - 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of Net Settlement Amount 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 individually worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimated and represented to Plaintiff that as of the date of the mediation there were 39 Aggrieved Employees who had worked a total of 1,798 PAGA Pay Periods. In the event that the final number of PAGA Pay Periods exceeds that number by more than 10%, Defendant shall either: a) pay a proportionate increase in the Gross Settlement Amount for every Pay Period over 1,978; or b) revise the end date of the PAGA Period so that the PAGA Period includes no more than 1,978 PAGA Pay Periods. Defendant shall calculate PAGA Pay Periods and make its election by the statutory deadline to oppose a noticed motion, i.e. nine court days before the hearing on Plaintiff's motion for approval of the Settlement and if option "b" is selected, advise the Court of the same.
- 4.2. Aggrieved Employee Data. Within fifteen days of the date on which the Court enters the Judgment on its Order Approving the PAGA Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Prior to the Approval Order, Defendant has a continuing duty to notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and 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 best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration

Expenses Payment, the General Release Payment and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- 4.4.1. The Administrator will 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 will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to 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, requested by the Aggrieved Employee 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 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 entire Gross Settlement Amount pursuant to the Approval Order, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. Plaintiff and his 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 arising from Plaintiff's employment with Defendant or the termination thereof ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits. 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.

5.1.1 Plaintiff's Waiver of Rights Under California 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 Plaintiff, Aggrieved Employees and the state of California. The State of California and all 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 Released Parties from all claims for PAGA penalties that arose during the PAGA Period and that were alleged, or reasonably could have been alleged, based upon the facts stated in the Operative Complaint and/or the PAGA Notice including, but not limited to, claims for PAGA penalties arising from Defendant's alleged failure to: (1) pay overtime in violation of Labor Code sections 510 and 1198; (2) provide meal periods in violation of Labor Code sections 226.7 and 512(a); (3) provide rest periods in violation of the IWC Wage Orders and Labor Code section 226.7; (4) pay the required minimum wage in violation of Labor Code sections 1194, 1197 and 1197.1; (5) timely pay wages upon termination in violation of Labor Code sections 201-203; (6) timely pay wages during employment in violation of Labor Code section 204; (7) provide complete and accurate wage statements in violation of Labor Code section 226; (8) keep complete and accurate payroll records in violation of Labor Code section 1174; (9) reimburse necessary business-related expenses and costs in violation of Labor Code sections 2800 and 2802.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. PAGA Counsel shall prepare and, following review and approval by Defendant's counsel, file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (s)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (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 firm attesting to its 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. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

- 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel shall endeavor to expeditiously finalize and file the application or motion for approval of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 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 this Agreement or otherwise.

- 8. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement

solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 8.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, 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.

9. ADDITIONAL PROVISIONS.

- 9.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint 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 this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and 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 this Agreement).
- 9.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its 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 this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 9.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as 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 will 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 the Party in this Settlement.
- 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 this Settlement 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. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 9.8. Agreement Binding on Successors. This Agreement will 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 this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 9.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 9.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 9.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA 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 no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 9.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 9.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement

shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Joanna Ghosh
Daniel Bass
LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, CA 91203
Joanna@calljustice.com
d.bass@calljustic.com

To Defendant:

Marlene S. Muraco
LITTLER MENDELSON P.C.
50 W. San Fernando St., 7th Floor
San Jose, CA 95113

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

Electronically Signed
Tyler Standard
Nintex AssureSign®

2026-04-25 14:39:21 UTC - 47.156.241.244
04/25/2026

Tyler Standard, Plaintiff

Ed Groh, Chief Legal Officer for Defendant
National Debt Relief LLC

shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Joanna Ghosh
Daniel Bass
LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, CA 91203
Joanna@calljustice.com
d.bass@calljustic.com

To Defendant:

Marlene S. Muraco
LITTLER MENDELSON P.C.
50 W. San Fernando St., 7th Floor
San Jose, CA 95113

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

Tyler Standard, Plaintiff



Edward T. Groh (May 7, 2020 16:34:40 PDT)

Ed Groh, Chief Legal Officer for Defendant
National Debt Relief LLC

Approved as to form and content:



April 27, 2026

Daniel Bass, Counsel For Plaintiff

Marlene Muraco, Counsel For Defendant

Approved as to form and content:

Daniel Bass, Counsel For Plaintiff

Marlene Muraco

Marlene Muraco, Counsel For Defendant

EXHIBIT 2



March 13, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfiling@dir.ca.gov

Re: NATIONAL DEBT RELIEF LLC

Dear Representative:

We have been retained to represent Tyler Standard against National Debt Relief LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "National Debt Relief") for violations of California wage-and-hour laws. Mr. Standard seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Standard seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

National Debt Relief employed Mr. Standard as an hourly-paid, non-exempt employee from approximately June 2019 to approximately November 2023, in the State of California.

The "aggrieved employees" that Mr. Standard may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, National Debt Relief has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

National Debt Relief required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-

and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Standard and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Standard and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, National Debt Relief required Mr. Standard and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, National Debt Relief failed to pay Mr. Standard and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, National Debt Relief failed to pay Mr. Standard and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, National Debt Relief did not provide Mr. Standard and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from National Debt Relief were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Standard and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Standard and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Standard and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Standard and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Standard and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, National Debt Relief failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Standard and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, National Debt Relief did not provide Mr. Standard and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, National Debt Relief failed to pay Mr. Standard and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Standard and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, National Debt Relief failed to pay Mr. Standard and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Standard and the other aggrieved employees were required

to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Standard and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by National Debt Relief. These costs include, but are not limited to, the use of a personal phone for work-related tasks.

Therefore, on behalf of all aggrieved employees, Mr. Standard seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in blue ink that reads "Gabriella Sole". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

National Debt Relief LLC
c/o Delaware Business Filings Incorporated
Agent for Service of Process
330 N Brand Blvd, Ste 700
Glendale CA 91203

EXHIBIT 3

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Standard vs. National Debt Relief LLC (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
3/13/2024	U.S. Postmaster	Postage	\$8.93
3/13/2024	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
5/20/2024	Legal Document Server, Inc.	Attorney Service	\$46.38
5/20/2024	Los Angeles Superior Court	Complaint Filing Fee	\$435.00
5/23/2024	Elite Litigation Support	Attorney Service	\$148.00
6/12/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
9/16/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
12/7/2024	Legal Document Server, Inc.	Attorney Service	\$17.70
12/18/2024	Legal Document Server, Inc.	Attorney Service	\$21.87
12/18/2024	Los Angeles Superior Court	Motion Fee	\$60.00
12/19/2024	Legal Document Server, Inc.	Attorney Service	\$221.00
1/7/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
2/27/2025	Legal Document Server, Inc.	Attorney Service	\$37.40
3/6/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
8/18/2025	True Filing	Attorney Service	\$10.50
8/20/2025	Legal Document Server, Inc.	Attorney Service	\$20.09
8/20/2025	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
9/12/2025	Jams, Inc.	Mediation Fee	\$8,000.00
9/16/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
9/25/2025	Aliza Grossman	Travel Reimbursement	\$48.16
9/29/2025	CPAnalytics	Data Analysis of Sampling of Time Records	\$5,484.75
10/7/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
11/24/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
1/29/2026	Legal Document Server, Inc.	Attorney Service	\$19.70
Total:			<u><u>\$14,800.28</u></u>