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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

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND AWARD OF PAGA
COUNSEL FEES PAYMENT, PAGA COUNSEL
LITIGATION EXPENSES PAYMENT,
GENERAL RELEASE PAYMENT, AND
ADMINISTRATION EXPENSES PAYMENT**

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

Complaint Filed: May 17, 2024

Trial Date: None Set

**[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND AWARD OF PAGA COUNSEL FEES PAYMENT, PAGA COUNSEL
LITIGATION EXPENSES PAYMENT, GENERAL RELEASE PAYMENT, AND ADMINISTRATION EXPENSES
PAYMENT**

1 This matter has come before the Honorable Lisa K. Sepe-Wiesenfeld in Department N of the
2 Superior Court of the State of California, for the County of Los Angeles, on February 9, 2027 at 8:30 a.m.,
3 on Plaintiff Tyler Standard's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. La-
4 bor Code § 2698, *Et Seq.*) Settlement Agreement and Award of PAGA Counsel Fees Payment, PAGA
5 Counsel Litigation Expenses Payment, General Release Payment, and Administration Expenses Payment
6 ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiff and Littler
7 Mendelson, P.C., appeared for Defendant National Debt Relief LLC ("Defendant").

8 On or around May 7, 2026, Plaintiff and Defendant (together, the "Parties") executed the Private
9 Attorneys General Act Settlement Agreement ("Settlement," "Settlement Agreement," or "Agreement").

10 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
11 Declarations of PAGA Counsel Daniel Bass and Plaintiff Tyler Standard, and (3) the Settlement Agreement.

12 Having duly considered the Parties' papers and oral argument, and good cause appearing,

13 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

14 1. The Motion for Approval of Settlement is granted.
15 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
16 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
17 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
18 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the
19 Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-captioned
20 action was filed prior to June 19, 2024.

21 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
22 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
23 the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the
24 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
25 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
26 2699.3(a).

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1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (the “Action”).

4 6. The Settlement pertains to the following aggrieved employees:

5 All current and former hourly-paid or non-exempt employees who worked for Defendant in the
6 State of California during the PAGA Period. (“Aggrieved Employee(s)”).

7 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
8 negotiations.

9 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
10 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
11 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
12 Amount shall be the Gross Settlement Amount (\$100,000.00) less the approved PAGA Counsel Fees
13 Payment and PAGA Counsel Litigation Expenses Payment to Lawyers *for* Justice, PC (“PAGA Counsel”),
14 General Release Payment to Plaintiff, and Administration Expenses Payment to ILYM Group, Inc. (the
15 “Administrator”). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the
16 LWDA (“LWDA PAGA Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be
17 distributed to the Aggrieved Employees in accordance with this Order and Judgment and the Settlement
18 Agreement.

19 9. The Court has considered the Settlement, and the monetary allocations provided thereby, and
20 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Administrator to
21 administer the Settlement and to make the payments as provided for by, and consistent with, this Order and
22 Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$40,000.00 to PAGA Counsel for attorneys’ fees. This
24 amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this
25 Order and Judgment and the Settlement Agreement.

26 11. The Court approves the payment of \$14,800.28 to PAGA Counsel for reimbursement of
27 litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement
28 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 12. The Court approves payment in the amount of \$5,000.00 to Plaintiff Tyler Standard for his
2 General Release Payment. This amount shall be paid from the Gross Settlement Amount and shall be
3 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

4 13. The Court approves payment up to the amount of \$4,000.00 (currently estimated at
5 \$2,675.00) to ILYM Group, Inc. for the Administration Expenses Payment. This amount shall be paid from
6 the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
7 Settlement Agreement.

8 14. The Parties are directed to perform in accordance with the terms set forth in this Order and
9 Judgment and the Settlement Agreement.

10 15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
11 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A,**” and the
12 Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it
13 distributes payments to Aggrieved Employees for their share of the PAGA Penalties (“Individual PAGA
14 Payment(s)”).

15 16. Within fifteen (15) calendar days after the date of this Order and Judgment, Defendant will
16 provide the Administrator with the Aggrieved Employee Data, in accordance with this Order and Judgment
17 and the Settlement Agreement.

18 17. No later than fourteen (14) calendar days of the date of when this Order and Judgment
19 become final (the “Effective Date”), Defendant shall deposit \$100,000.00 into a qualified settlement fund
20 established by the Administrator for administration of the Settlement in accordance with this Order and
21 Judgment and the Settlement Agreement.

22 18. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount,
23 the Administrator shall distribute the LWDA PAGA Payment to the LWDA, Individual PAGA Payment
24 checks to all Aggrieved Employees, the General Release Payment to Plaintiff, the Administration Expenses
25 Payment to itself, and the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment
26 to PAGA Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

27 19. The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid
28 and negotiable for one hundred eighty (180) calendar days after the date of mailing, and thereafter, shall be

1 cancelled. Funds associated with such cancelled checks shall be transmitted by the Administrator to the
2 California Controller's Unclaimed Property Fund, in the name of each Aggrieved Employee whose check
3 is cancelled.

4 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
5 Effective on the date when Defendant fully funds the entire Gross Settlement Amount pursuant to the
6 Approval Order, Plaintiff, on his own behalf, will be deemed to release the Released Parties from all claims,
7 transactions, or occurrences arising from Plaintiff's employment with Defendant or the termination thereof
8 ("Plaintiff's Release"). Additionally, the State of California and all Aggrieved Employees are deemed to
9 release, on behalf of themselves and their respective former and present representatives, agents, attorneys,
10 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that
11 arose during the PAGA Period and that were alleged, or reasonably could have been alleged, based upon the
12 facts stated in the Operative Complaint and/or the PAGA Notice including, but not limited to, claims for
13 PAGA penalties arising from Defendant's alleged failure to: (1) pay overtime in violation of Labor Code
14 sections 510 and 1198; (2) provide meal periods in violation of Labor Code sections 226.7 and 512(a); (3)
15 provide rest periods in violation of the IWC Wage Orders and Labor Code section 226.7; (4) pay the required
16 minimum wage in violation of Labor Code sections 1194, 1197 and 1197.1; (5) timely pay wages upon
17 termination in violation of Labor Code sections 201-203; (6) timely pay wages during employment in
18 violation of Labor Code section 204; (7) provide complete and accurate wage statements in violation of
19 Labor Code section 226; (8) keep complete and accurate payroll records in violation of Labor Code section
20 1174; (9) reimburse necessary business-related expenses and costs in violation of Labor Code sections 2800
21 and 2802.

22 21. "Released Parties" means Defendant, and each of its former and present directors, officers,
23 shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

24 22. "PAGA Period" means the period from March 13, 2023, through the date of this Order.

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1 23. No individualized notice of this Order and Judgment is required to be provided to the
2 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
3 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).
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6 Date: _____

7 Honorable Lisa K. Sepe-Wiesenfeld
8 Judge of the Superior Court
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EXHIBIT A

<<Mailing Date>>

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

Re: Settlement Payment from *Tyler Standard v. National Debt Relief LLC.*, Los Angeles County Superior Court Case No. 24SMCV02377

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Tyler Standard v. National Debt Relief LLC.*, Los Angeles County Superior Court Case No. 24SMCV02377 (“Action”).

The lawsuit was filed on May 17, 2024 by Tyler Standard (“Plaintiff”) against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on March 13, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 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 (the “PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant National Debt Relief, LLC (“Defendant”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period of May 13, 2023 through [Insert PAGA Period] (“Aggrieved Employees”). The period of May 13, 2023 through [Insert PAGA Period] is the “PAGA Period”.

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

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released PAGA Claims.

“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.

“Released PAGA Claims” means 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.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 21800-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

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