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FILED
Superior Court of California
County of Los Angeles
11/10/2025

David W. Slayton, Executive Officer / Clerk of Court

By: J. Ramirez Deputy

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13 *Attorneys for Plaintiff the Aggrieved Employees, and the LWDA*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JAMILA REVILL on behalf of all others
similarly situated,

Plaintiff,

v.

CLEARCHOICE MANAGEMENT
SERVICES, LLC, a Colorado limited liability
company, and DOES 1 through 100, inclusive,

Defendants.

Case No. 24STCV27757

**~~PROPOSED~~ ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

Judge: Hon. Dean J. Kitchens

Date: November 10, 2025

Time: 8:30 a.m.

Dept.: 30

Reservation ID: 844968312989

~~PROPOSED~~ ORDER AND JUDGMENT

This matter came on for hearing on November 10, 2025, at 8:30 a.m. in Department 30 of the above-entitled Court, the Honorable Dean J. Kitchens presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiff's Notice of Unopposed Motion and Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's Unopposed Motion is GRANTED.

The Court, having reviewed the PAGA Settlement Agreement, attached hereto as **Exhibit A**, and a copy of the notice of settlement as **Exhibit B**, hereby ORDERS AND ADJUDGES:

1. The Court, for purposes of this Order, refers to all defined terms as set forth in the PAGA Settlement Agreement.

2. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law. The Settlement is hereby accepted and approved.

3. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

4. The Settlement is not an admission by Defendant nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

5. The Court hereby confirms Amir H. Seyedfarshi of EMPLOYMENT RIGHTS LAWYERS, APC and Tatiana Hernandez of the LAW OFFICES OF TATIANA HERNANDEZ, P.C. as PAGA Counsel.

6. The Court appoints ILYM GROUP, INC. as the Settlement Administrator to administer the Settlement pursuant to the terms of the PAGA Settlement Agreement.

1 7. Defendant shall pay the Total Settlement Amount of \$100,000.00 according to the
2 terms of the PAGA Settlement Agreement.

3 8. The Net Settlement Amount means the Total Settlement Amount (\$100,000.00)
4 minus the following: (a) Attorneys' Fees to Plaintiff's Counsel in the amount of \$33,333.33;
5 (b) \$17,890.36 allocated to actual litigation costs; (c) \$2,500.00 allocated to Plaintiff as a PAGA
6 Representative's Payment; and (d) up to \$2,950.00 to the Settlement Administrator allocated to
7 Administrator Expenses Payment.

8 (a) The Court approves payment to Plaintiff's counsel of Attorneys' Fees in the
9 amount of \$33,333.33 to be paid from the Total Settlement Amount.

10 (b) The Court approves payment to Plaintiff's counsel of actual litigation costs
11 in the amount of \$17,890.36 to be paid from the Total Settlement Amount.

12 (c) The Court approves payment to the Settlement Administrator for its
13 reasonable costs and fees to administer the Settlement, up to \$2,950.00 to be
14 paid from the Total Settlement Amount. If the final Administrator Expenses
15 Payment is less than \$2,950.00, any difference will be added to the Net
16 Settlement Amount.

17 (d) The Court approves payment to Plaintiff of \$2,500.00 as a PAGA
18 Representative's Payment.

19 9. In accordance with Labor Code § 2699(d), 65% of the Net Settlement Amount,
20 (\$28,162.10) is allocated to the LWDA, and the remaining 35% of the Net Settlement Amount
21 ~~(\$15,164.21)~~ ~~(\$15,164.20)~~ is allocated to the Settlement Group Members on a pro-rata basis, as described in
22 the PAGA Settlement Agreement.

23 10. The "Covered Period" means October 23, 2023, to the date the Court approves
24 the Settlement.

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1 11. The Court orders that within thirty (30) days after the Court approval of the
2 Settlement, Defendant shall provide to the Settlement Administrator the Aggrieved Employee
3 Data.

4 12. The Court further orders that the Settlement Administrator provide Defendant
5 with information identified by Defendant as necessary to effectuate a wire transfer within five
6 (5) days after the Settlement Administrator receives the Settlement Group Members' Data.

7 13. The Court further orders that Defendant transfer the Total Settlement Amount to
8 the Settlement Administrator via wire transfer within thirty (30) days after the Settlement
9 Administrator provides Defendant with information identified by Defendant as necessary to
10 effectuate wire transfer, including the final Total Settlement Amount.

11 14. The Court further orders that all Settlement Shares to Settlement Group Members,
12 the LWDA Payment, the PAGA Representative's Payment, the PAGA Counsels' Fees and
13 Expenses Payment, and the Settlement Administrator's fees and expenses be paid within twenty-
14 one (21) days after Defendant transfers the Total Settlement Amount to the Settlement
15 Administrator.

16 15. By operation of this Order, Plaintiff, the State of California (including the
17 LWDA), and the Settlement Group Members fully, finally, and forever release and discharge
18 Defendant and the Released Parties from any and all Released Claims and shall be forever
19 barred from pursuing such released claims against Defendant and the Released Parties, as set
20 forth in the PAGA Settlement Agreement. For purposes of this Release, Released Parties
21 Defendant and any of its past, present and future direct or indirect parents, subsidiaries,
22 predecessors, successors, assigns, and affiliates, joint venturers, as well as its past, present and
23 future owners, officers, directors, employees, associates, partners, shareholders, members,
24 agents, attorneys, insurers, reinsurers, and any individual or entity that could be jointly liable
25 with Defendant. For purposes of this Release, Released Claims means any and all individual or
26 representative claims for relief under PAGA, of whatever kind or nature, whether known or
27 unknown, arising during the PAGA Period that were, or reasonably could have been, alleged,
28 based on the facts contained in the Complaint and the PAGA Notice and all PAGA claims that

1 were, or reasonably could have been alleged based on facts ascertained during the Action,
2 including, but not limited to claims that reasonably could be premised on allegations related to
3 and derivative of theories of failure to pay minimum wages; failure to provide meal periods
4 and/or rest periods; failure to provide accurate itemized wage statements; failure to pay wages
5 due upon separation from Defendant's employment; failure to reimburse required business
6 expenses; failure to pay overtime wages; failure to provide timely wages; and incorporating the
7 applicable Labor Code Sections including, but not limited to, California Labor Code sections
8 203, 204, 226(a), 226.7, 510, 1174(d), 1194, 1197, 1198, 2802, applicable IWC Wage Orders,
9 and any resulting claim for attorneys' fees and costs under PAGA.

10 16. The Court directs the Parties and the Settlement Administrator to carry out the
11 terms of the PAGA Settlement Agreement. This includes that each Settlement Group Member
12 will be issued one check for his or her Individual Settlement Payment. Each Settlement Group
13 Member's check will expire one hundred and eighty (180) calendar days from the date the
14 checks are issued by the Settlement Administrator. If any Settlement Group Members fail to
15 deposit or cash the check for their respective Settlement Share(s) within one hundred and eighty
16 (180) days after the Settlement Administrator mails the distributions to the Settlement Group
17 Members, the Settlement Administrator will send the uncashed amounts to the California State
18 Controller, with the identity of each of the Settlement Group Member(s) to whom the funds
19 belong, to be held for the Settlement Group Member(s) per the California Unclaimed Property
20 Law, and such funds will remain the Settlement Group Member(s)'s property to the extent
21 legally applicable.

22 17. Plaintiff's counsel shall submit a copy of this Order to the LWDA within ten (10)
23 days of the entry of the Order.

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1 18. Under California Code of Civil Procedure section 664.6, the Court retains
2 jurisdiction over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the
3 terms and intent of the Settlement and this Order.

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5 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
6 **ENTERED ACCORDINGLY.**

7
8 DATED: 11/12/2025



Dean J. Kitchens

THE HONORABLE DEAN J. KITCHENS
JUDGE OF THE SUPERIOR COURT
Dean J. Kitchens / Judge

EXHIBIT A

PAGA SETTLEMENT AGREEMENT

Subject to the approval of the Court, pursuant to the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”) and, in particular section 2699(1)(2), this PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff JAMILA REVILL (“Plaintiff”) for herself, on behalf of other Aggrieved Employees (defined below), the State of California, the Labor and Workforce Development Agency and Defendant CLEARCHOICE MANAGEMENT SERVICES, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties.”

The Parties agree that the Action (as defined below) shall be ended, settled, resolved, and concluded by agreement of Defendant to pay the “Total Settlement Amount” as described below of One Hundred Thousand Dollars and No Cents (\$100,000.00), subject to Section 3.2 and the potential Escalator Payment set forth therein. The Total Settlement Amount covers the Employees' Payment to Settlement Group Members, the PAGA Representative's Payment, the General Release Payment, the LWDA Payment, PAGA Counsels' Fees and Expenses Payment, and the Settlement Administration Fee (all defined below). Defendant’s monetary obligations under this Agreement are limited to the Total Settlement Amount, and Defendant may not be required to contribute additional monies above the Total Settlement Amount under any circumstances whatsoever. Capitalized terms used herein shall have the meanings set forth in Section 1 or elsewhere in this Agreement.

1. **DEFINITIONS.**

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage-and-hour violations against Defendant captioned: JAMILA REVILL on behalf of all others similarly situated v. CLEAR CHOICE MANAGEMENT SERVICES, LLC, a Colorado limited liability company, and DOES 1 through 100, inclusive, Los Angeles County Superior Court Case No. 24STCV27757, filed October 23, 2024.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral settlement administrator the Parties have agreed to appoint to administer the Settlement in accordance with this Agreement.
- 1.3. “Aggrieved Employee” means a person currently or formerly employed by Defendant in California as a non-exempt or hourly employee who worked during the PAGA Period.
- 1.4. “Aggrieved Employees’ 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.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in

Defendant's possession including the Aggrieved Employee's full name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

- 1.6. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.7. "Complaint" means the complaint filed on October 23, 2024, in this Action.
- 1.8. "Court" means the Superior Court of California, County of Los Angeles.
- 1.9. "Defense Counsel" means:

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- 1.10. "Effective Date" means the later of: (i) the sixty-fifth (65) day after the Court enters a Judgment on its Order Approving the PAGA Settlement, provided no appeal has been initiated and no motion to vacate has been filed; or (ii) if such an appeal or motion to vacate is timely initiated, five (5) business days after final resolution of that appeal or motion (including any requests for rehearing or appeals, including petitions for certiorari), resulting in final judicial approval of the Settlement. If the LWDA objects to the Settlement, the Court does not grant approval of the Settlement without material modifications, or if the Court's final approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void and there shall be no Effective Date under this Section.
- 1.11. "Employees' PAGA Payment" means the 35% of the Net Settlement Amount that shall be distributed to Aggrieved Employees subject to the "Settlement Share" calculation set forth below.
- 1.12. "Gross Settlement Amount" means \$100,000.00 (One Hundred Thousand Dollars) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 3.2 below. The Gross Settlement Amount will be used to pay Employees' PAGA Payment, the LWDA PAGA Payment, PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses

Payment, and the Administrator's Expenses Payment.

- 1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under California Labor Code section 2699, subd. (i).
- 1.16. "LWDA PAGA Payment" means the 65% of the Net Settlement Amount that shall be distributed to the LWDA under California Labor Code section 2699(i).
- 1.17. "Net Settlement Amount" means the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsels' Fees and Expenses Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.18. "PAGA" means the Private Attorneys General Act (California Labor Code sections 2698, et seq.)
- 1.19. "PAGA Counsel" means Amir Seyedfarshi of Employment Rights Lawyers, APC, and Tatiana Hernández of Law Office of Tatiana Hernández, P.C. the attorneys representing the Plaintiff in the Action.
- 1.20. "PAGA Counsels' Fees and Expenses Payment" means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.21. "PAGA Notice" means Plaintiff's August 19, 2024, letter to Defendant and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd. (a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Total Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.
- 1.23. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.24. "PAGA Period" means the period from October 23, 2024 to the date of Settlement Approval.

- 1.25. “Released Claims” means any and all individual or representative claims for relief under PAGA, of whatever kind or nature, whether known or unknown, arising during the PAGA Period that were, or reasonably could have been, alleged, based on the facts contained in the Complaint and the PAGA Notice and all PAGA claims that were, or reasonably could have been alleged based on facts ascertained during the Action, including, but not limited to claims that reasonably could be premised on allegations related to and derivative of theories of failure to pay minimum wages; failure to provide meal periods and/or rest periods; failure to provide accurate itemized wage statements; failure to pay wages due upon separation from Defendant’s employment; failure to reimburse required business expenses; failure to pay overtime wages; failure to provide timely wages; and incorporating the applicable Labor Code Sections including, but not limited to, California Labor Code sections 203, 204, 226(a), 226.7, 510, 1174(d), 1194, 1197, 1198, 2802, applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs under PAGA.
- 1.26. “Released Parties” means: Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors, assigns, and affiliates, joint venturers, as well as its past, present and future owners, officers, directors, employees, associates, partners, shareholders, members, agents, attorneys, insurers, reinsurers, and any individual or entity that could be jointly liable with Defendant.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “Settlement Administration Fee” means the amount the Administrator will be paid from the Total 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. In no event shall Defendant be responsible for any additional costs for the Administrator beyond any amount approved by the Court to be paid from the Total Settlement Amount.

2. RECITALS.

- 2.1. On August 19, 2024, Plaintiff submitted on behalf of herself, other allegedly aggrieved employees, and the State of California, a notice to the LWDA (“LWDA Notice”) alleging numerous Labor Code violations.
- 2.2. On October 23, 2024, Plaintiff commenced this Action by filing the Complaint.
- 2.3. Defendant has denied, and continues to deny, any wrongdoing in regard to the alleged violations in Plaintiff’s LWDA Notice and the Complaint filed in this Action.
- 2.4. Pursuant to California Labor Code section 2699.3, subd. (a), Plaintiff gave timely

written notice to Defendant and the LWDA by sending the LWDA Notice.

- 2.5. Before reaching this Settlement, the Parties engaged in their own investigations, the informal exchange of additional information and data, settlement discussions, and mediation.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of the data, time entries, and documents required to perform her analysis.
- 2.7. This Agreement is the result of arms-length negotiation between the Parties through mediation. On June 17, 2025, the Parties participated in an all-day mediation presided over by Hon. Ronald M. Sabraw (Ret.), which led to this Agreement to settle the Action.
- 2.8. This Settlement contemplates all the following:
 - 2.9.1 Plaintiff shall file: (i) a motion for approval of the Settlement (“Motion”).
 - 2.9.2 Entry of an order by the Court granting approval of the payment for settlement of the PAGA penalties, pursuant to California Labor Code section 2699(1)(2).
 - 2.9.3 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 3.2 below, Defendant promises to pay \$100,000.00 (One Hundred Thousand Dollars) 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. Escalator. Based on its records, Defendant estimated that there were approximately 2,500 PAGA Pay Periods for the time period October 23, 2023, to the date of the mediation on June 17, 2025. In the event that the PAGA Pay Periods during the Covered Period exceed 2,500 by 10% or more at the time of Court approval (e.g., greater than 2,750 Pay Periods), Defendant shall have the option, subject to Court approval, to either pay a pro-rata increase in the PAGA settlement amount Pay Period) or select an earlier cut-off date such that Pay Periods during the PAGA Period do not exceed 2,750 (the “Escalator Payment”).
- 3.3. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Total Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.3.1. To PAGA Counsel: Defendant agrees not to oppose any application or motion by PAGA Counsel for attorneys' fees of up to one-third of the settlement amount or Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$33,333.33) and up to (\$17,890.36) for reasonable costs (collectively, "PAGA Counsel's Fees and Expenses Payment"), as to be requested by PAGA Counsel and subject to approval by the Court. PAGA Counsel agrees not to petition the Court for any additional payments for fees, costs or interest. PAGA Counsel further agrees to submit concurrently with any motion to approve this Settlement a declaration containing itemized details of reasonable costs for which reimbursement is sought, including a summary of costs by category. The total payment approved by the Court pursuant to this Section shall constitute full satisfaction of Defendant's and/or any of the Released Parties' obligations to pay amounts to any person, attorney, or law firm for attorneys' fees, expenses, or costs incurred on behalf of the Plaintiff, the LWDA, and/or the Aggrieved Employees arising out of the facts and allegations asserted in the Complaint or PAGA Notice shall relieve the Released Parties from any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of the Plaintiff, the LWDA, or the Aggrieved Employees. If the Court approves a PAGA Counsels' Fees and Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will issue for the PAGA Counsel Fees and Expenses Payment one or more IRS 1099 Forms. PAGA Counsel shall indemnify, defend, and hold the Released Parties and Defense Counsel harmless for any and all taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with the PAGA Counsels' Fees and Expenses Payment.

3.3.2. To the Administrator: An "Administrator Expenses Payment" not to exceed Two Thousand Nine Hundred and Fifty Dollars and No Cents (\$2,950.00) except for a showing of good cause and as approved by the Court. To the extent the "Administration Expenses" are less or the Court approves payment less than \$2,950.00, the remainder will be retained in the Net Settlement Amount.

3.3.3. PAGA Representative's Payment: In recognition of Plaintiff's efforts on behalf of the Settlement Group Members and participation in this Action, Defendant agrees not to oppose a "PAGA Representative's Payment" not to exceed Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) to Plaintiff. Any approved PAGA Representative's Payment will be paid to Plaintiff by the Administrator in a lump sum, without payroll tax deductions and withholding, and Plaintiff will be issued a Form 1099 as to her payments, which shall be paid no sooner than the payments to the LWDA and Aggrieved Employees.

3.4. Payments from the Net Settlement Amount. The Administrator will make and deduct the following payments from the Net Settlement Amount, in the amounts

specified by the Court in the Final Approval:

- 3.4.1. To the LWDA: Sixty Five Percent (65%) of the Net Settlement Amount shall be paid to the LWDA (the “LWDA Payment”). The Administrator shall transmit the LWDA Payment to the LWDA as one lump sum payment.
- 3.4.2. To the Aggrieved Employees: Thirty Five Percent (35%) of the Net Settlement Amount (Employees' Payment) shall be paid to the Aggrieved Employees pro rata as their Individual PAGA Payment. The Individual PAGA Payments shall be treated as civil penalties for purposes of IRS reporting and the Administrator shall issue a Form 1099 to each Aggrieved Employee for his or her share as required.
 - 3.4.2.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 35% share of PAGA Penalties (\$15,164.20) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.4.2.2. Plaintiff, PAGA Counsel, Defendant, and Defendant’s Counsel make no representations or warranties with respect to tax consequences of any payment under this Agreement, do not intend anything contained in this Agreement to constitute advice regarding taxes or taxability, and nothing in this Agreement may be relied upon as such. The Aggrieved Employees assume full responsibility and liability for any taxes owed on their respective Individual PAGA Payments. Plaintiff and PAGA Counsel will be solely responsible for correctly characterizing any compensation received under the Settlement on their respective personal income tax returns for tax purposes and paying all appropriate taxes due and penalties assessed on any and all amounts paid to them under this Settlement.
 - 3.4.2.3. The Administrator shall issue to each Aggrieved Employee a check for their respective Individual PAGA Payment and as required, an IRS Form 1099 for their respective Individual PAGA Payment.
 - 3.4.2.4. If any Aggrieved Employee fails to deposit or cash the check for their respective Individual PAGA Payment within one hundred and eighty (180) days after the Administrator mails the Individual PAGA Payments to the Aggrieved Employees, the Administrator will send the uncashed amounts to the California State Controller,

with the identity of each of the Aggrieved Employees to whom the funds belong, to be held for the Aggrieved Employee per the California Unclaimed Property Law, and such funds will remain the Aggrieved Employees' property to the extent legally applicable.

3.4.2.5. If required by the Court, following distribution of the Gross Settlement Amount, and transmission of any remaining funds to the California State Controller, the Administrator shall be responsible for preparing and PAGA Counsel shall file a declaration confirming distribution of the Gross Settlement Amount consistent with this Agreement.

4. SETTLEMENT PAYMENTS PROCEDURES.

- 4.1. Aggrieved Employee Data. Within 30 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Settlement 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. Defendant has a continuing duty to immediately 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.
- 4.2. Wire Transfer Information. The Settlement Administrator will provide Defendant with information necessary to effectuate a wire transfer within five (5) days of receipt of the Aggrieved Employees' Data.
- 4.3. Funding. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator no later than thirty (30) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 21 days after Defendant funds the Gross Settlement Amount, the Administrator will calculate the Individual PAGA Payments and mail checks for all Individual PAGA Payments, the PAGA Representative Service Payment, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- 4.5. 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.
- 4.6. 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.
- 4.7. 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.

- 5.1 Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs, the LWDA, and PAGA Counsel will release claims against all Released Parties as follows:
 - 5.1.1 Plaintiffs' Release. In exchange for a PAGA Representative Service Payment, Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint and the PAGA Notice and all PAGA claims that were, or reasonably could have been alleged based on facts ascertained during the Action ("Plaintiffs' 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, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of

them.

- 5.1.2 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 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and the PAGA Notice or ascertained in the course of the Action.
- 5.1.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Complaint and the PAGA Period facts stated in the Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 6.1 The Parties agree to cooperate in obtaining an order and judgment from the Court approving the Agreement, and payment of the PAGA penalties as described herein, pursuant to California Labor Code section 2699(1)(2).
- 6.2 If the Parties disagree on any aspect of the Motion 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.
- 6.3 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. (f)(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)), Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv); all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.4 In connection with the Motion, PAGA Counsel shall submit this Agreement to the Court for its approval and, at the same time, submit this Agreement to the LWDA, pursuant to California Labor Code section 2699(1)(2). PAGA Counsel shall also

submit to the Court a proposed order and judgment approving this Agreement, retaining jurisdiction pursuant to California Code of Civil Procedure section 664.6 to enforce its terms. PAGA Counsel shall submit a copy of the order approving this Agreement and a copy of any other order providing or denying an award of civil penalties with prejudice to the LWDA within ten (10) days after entry of the order, in compliance with California Labor Code section 2699(1)(3). If Plaintiff fails to satisfy this condition in strict compliance with section 2699(1)(3) of the California Labor Code, the Settlement shall be voidable at Defendant's option.

- 6.5 Should the Court not grant approval of this Agreement, including the payment of the Gross Settlement Amount as described in this Agreement, then the entirety of this Agreement shall be null and void, but the Parties will use best efforts to satisfy any concerns expressed by the Court, including negotiating in good faith with respect to any suggestion modification of the Agreement, to obtain approval for the Settlement. A modification of amounts payable for PAGA Counsels' Fees and Expenses Payment, the PAGA Representative's Payment, and the General Release Payment shall not be deemed a material modification of the Settlement; provided, however, that an elimination of the General Release Payment in its entirety may be deemed a material modification of the Settlement at Defendant's discretion. For the avoidance of doubt, Plaintiff's agreement to enter into a General Release in exchange for consideration is a material term of the Settlement for Defendant.

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, the Administrator has agreed 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 providing any required reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under 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.
- 7.5 Address Search. Before mailing the settlement checks, the Settlement Administrator shall update the addresses by conducting the Aggrieved Employees' Address Search. If any Individual PAGA Payment is returned as undeliverable, the Settlement

Administrator shall search the National Change of Address database again for a more current address of the Aggrieved Employee and re-mail the Individual PAGA Payment to any alternative or updated address that is located, within five (5) calendar days.

8. DISMISSAL AND CONTINUING JURISDICTION OF THE COURT.

- 8.1 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.

9. WAIVER OF RIGHT TO APPEAL.

- 9.1 Provided the Judgment is consistent with the material terms of this Agreement, specifically including the PAGA Counsels' Fees Payment and Expense Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the time for consummating this Settlement (including making payments under this Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.
- 9.2 The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out, or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the Settlement by the Court, with the exception of Plaintiff.

10. ADDITIONAL PROVISIONS.

- 11.1 No Admission. This Agreement represents a compromise and settlement of highly disputed claims. This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as an admission by Defendant of any violations of Plaintiff's or the Aggrieved Employees' rights, or any violation of any order, law, statute, duty, or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff, any of the Aggrieved Employees, the LWDA for any alleged violations of rights, or for any alleged violation of any order, law, statute, duty, or contract. 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 Actions, 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).

- 11.2 Non-Evidentiary Use. Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties or their respective counsel, Aggrieved Employees, or by a party or their respective counsel in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any action or proceeding to enforce, construe, or finalize this Agreement as to any person or entity covered by this Agreement.
- 11.3 Confidentiality Preceding Court Approval. Prior to the filing of the Motion, Plaintiff and her attorney will not issue any press or other media releases or have any communication with the press or media or anyone other than family members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion, Plaintiff or her attorney disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to affect the Settlement, Defendant may rescind the Settlement, rendering it null and void. 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.
- 11.4 Voluntariness. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or any other person, firm, or other entity.
- 11.5 Fair, Adequate, and Reasonable Settlement. The Parties agree that this Settlement is fair and reasonable and will so represent to the Court.
- 11.6 Amendments or Modification. The terms and provisions of this Agreement may be amended only by a written agreement that is both: (a) signed by Plaintiff, Defendant, PAGA Counsel, and Defense Counsel, and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated.
- 11.7 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.
- 11.8 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.
- 11.9 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.

- 11.10 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. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, PAGA Counsel, or Defense Counsel, without the express written consent of each other party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.
- 11.11 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.
- 11.12 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. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 11.13 Dispute. Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
- 11.14 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 11.15 Applicable Law. This Agreement and its exhibits will be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the state of California.
- 11.16 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.
- 11.17 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.
- 11.18 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.
- 11.19 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:

AMIR H. SEYEDFARSHI
amir@employmentrightslawyers.com
EMPLOYMENT RIGHTS LAWYERS, APC
6380 Wilshire Blvd., Suite 1602
Los Angeles, California 90048

TATIANA HERNANDEZ
LAW OFFICE OF TATIANA
HERNANDEZ, P.C.
tatiana@thlawpc.com
315 South Beverly Drive, Suite 504
Beverly Hills, CA 90212

To Defendant:

ALLISON S. WALLIN (SBN 313185)
awallin@littler.com
Telephone: (310) 553-0308
LITTLER MENDELSON P.C.
2049 Century Park East, 5th Floor
Los Angeles, California 90067

STEPHANIE A. KIERIG (SBN 312294)

skierig@littler.com
LITTLER MENDELSON P.C.
501 W. Broadway, Suite 900
San Diego, California 92101
Telephone: (619) 232-0441

11.20 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.

11.21 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.

IN WITNESS WHEREOF, the Parties, PAGA Counsel, and Defendant's Counsel have executed this Agreement on the last date set forth below:

**EMPLOYMENT RIGHTS LAWYERS,
APC**
Counsel for Plaintiff Jamila Revill and the Settlement Group Members

Date: August 15, 2025

Signature: *Amir Seyedfarshi*
Amir S. Seyedfarshi

LAW OFFICES OF TATIANA HERNANDEZ, P.C.
Counsel for Plaintiff Jamila Revill and the Settlement Group Members

Date: August 15, 2025

Signature: *Tatiana Hernandez*
Tatiana Hernandez

///
///

PLAINTIFF JAMILA REVILL

Date: 08 / 15 / 2025 _____

Signature:  _____
Jamila Revill

LITTLER MENDELSON P.C.

Counsel for Defendant ClearChoice Management Services, LLC, a Colorado limited liability company

Date: _____

Signature: _____
Allison S. Wallin

Date: _____

Signature: _____
Stephanie A. Kierig

DEFENDANT CLEARCHOICE MANAGEMENT SERVICES, LLC, a Colorado limited liability company

Date: _____

Signature: _____

PLAINTIFF JAMILA REVILL

Date: _____

Signature: _____

Jamila Revill

LITTLER MENDELSON P.C.

Counsel for Defendant ClearChoice Management Services, LLC, a Colorado limited liability company

Date: 8/19/25

Signature: Allison S. Wallin

Allison S. Wallin

Date: August 19, 2025

Signature: Skierig

Stephanie A. Kierig

DEFENDANT CLEARCHOICE MANAGEMENT SERVICES, LLC, a Colorado limited liability company

Date: August 13, 2025 | 3:37 PM PDT

Signature:

Signed by:
Lizzie Garner
B91E646E8E11458...

EXHIBIT B

Notice of Settlement
Authorized by the Superior Court of California, County of Los Angeles
Revill, et al. v. ClearChoice Management Services, LLC, et al.
Superior Court of California, County of Los Angeles
Case No. 24STCV27757

Why you are receiving this Notice:

You are receiving this Notice because records indicate that you worked in California for ClearChoice Management Services, LLC, a Colorado limited liability company, between October 23, 2023, and July 1, 2025 (the “Covered Period”).

The Superior Court of California for the County of Los Angeles has approved a settlement of a lawsuit that releases the claims described below. Enclosed with this Notice is a check that reflects your percentage of the settlement payment.

You have 180 days to cash the enclosed check.

Important things to know:

- In the above referenced action, Plaintiff Jamila Revill asserted claims against ClearChoice Management Services, LLC, a Colorado limited liability company (“Defendant”) alleging that Defendant violated provisions of the Labor Code giving rise to a claim under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) [California Labor Code § 2699, *et seq.*].
- The Court has not determined the validity of the claims. This Notice is not an expression of any opinion by the Court as to the merits of the claims.
- The Settlement represents a compromise and settlement of these disputed claims. Defendant denies the allegations in Plaintiff’s lawsuit. Defendant maintains that they complied with the California Labor Code at all times and entered into this Settlement with no admission of liability.
- Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that they have any liability to Plaintiff or Settlement Group Members.
- The Court determined the \$100,000.00 settlement in this matter is fair and reasonable.
- Each individual payment was calculated in proportion to the number of pay periods Defendant assigned a Settlement Group Member to California during the Covered Period.
- The amount paid to each Settlement Group Member is allocated as a penalty, not wages. You are responsible for all tax obligations associated with this payment, including correctly characterizing the enclosed check for tax purposes and paying any taxes that may be due on the payment you receive. Neither the attorneys for the individuals who brought this case, attorneys for Defendant, nor the Settlement Administrator may legally provide you with advice regarding the tax implications of the receipt of this Settlement payment. If you take no action and do not cash the enclosed check after 180 days, it will be transmitted to the California State Controller’s Office in the Unclaimed Property Fund in your name.

You are bound by the Settlement and release of claims set forth below based on the Court's final judgment, regardless of whether you cash the enclosed check.

Claims Released:

As set forth in the Court's order approving this Settlement, Plaintiff, as representative of the State of California, the Settlement Group Members, the Labor and Workforce Development Agency ("LWDA"), and the State of California has released any and all individual or representative claims for relief under PAGA, of whatever kind or nature, whether known or unknown, arising during the Covered Period based on the facts and allegations asserted by Plaintiff in her LWDA Notice, and Complaint, including, but not limited to claims that reasonably could be premised on allegations related to and derivative of theories of failure to pay wages including minimum and overtime wages; failure to pay timely minimum and overtime wages; failure to provide compliant meal breaks or pay premiums; failure to provide compliant rest breaks or pay premiums; failure to reimburse for necessary business expenses; failure to provide and maintain accurate itemized wage statements; failure to pay wages due at separation of employment; and incorporating the applicable Labor Code sections including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2699, 2699.3, and 2802; and applicable IWC Wage Orders; and any resulting claim for attorneys' fees and costs under PAGA.

How Was My Payment Calculated?:

The enclosed check was calculated based on the number of pay periods you were assigned in California by one or more Defendant during the Covered Period. To determine each Settlement Group Member's individual payment, the Settlement Administration used the following formula: Settlement Payment = Settlement Group Member's PAGA Portion × [Pay Periods Each Settlement Group Member was assigned in California during the Covered Period ÷ Total Pay Periods All Settlement Group Members were assigned in California during the Covered Period].

Your Settlement Payment is classified as other miscellaneous income and will be allocated as 100% penalties, which will be reported on IRS Form 1099-MISC, if required.¹

There is no statutory right for Settlement Group Members to object, opt out, or otherwise exclude themselves from this Settlement.

If you have questions, you can contact the Settlement Administrator at:

ILYM Group, Inc.
[address]

¹ You should rely on your own tax advisors as to the tax consequences, if any, of your individual payment. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your Individual PAGA payment. Nothing within this Notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

[address]
[website]
Tel: [telephone numbers]
Email: [emails]

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.