

EMPLOYMENT RIGHTS LAWYERS, APC

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FILED
Superior Court of California
County of Los Angeles

03/09/2026

David W. Slayton, Executive Officer / Clerk of Court

By: J. Ramirez Deputy

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Attorneys for Plaintiff, the Aggrieved Employees, and the LWDA

**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

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

Judge: Hon. Dean J. Kitchens

1 **AMENDED ~~PROPOSED~~ ORDER AND JUDGMENT**

2 This matter came on for hearing on November 10, 2025, in Department 30 of the above-
3 entitled Court, the Honorable Dean J. Kitchens presiding. Based on the pleadings on record, all
4 papers submitted in connection with Plaintiff's Notice of Unopposed Motion and Motion to
5 Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's Unopposed
6 Motion was GRANTED, consistent with the terms of the Parties' PAGA Settlement Agreement, a
7 copy of which was attached as **Exhibit A** to the Court's November 10, 2025 Order.

8 Thereafter, the Parties filed a Joint Stipulation to Amend Order Approving PAGA
9 Settlement and Judgement Due to Escalator Clause Trigger, as provided for under Paragraph 3.2
10 of the PAGA Settlement Agreement.

11 The Court, having previously approved the PAGA Settlement Agreement (*see* November
12 10, 2025 Order), and having now received and reviewed the Parties' Joint Stipulation to Amend
13 Order Approving PAGA Settlement and Judgment Due to Escalator Clause Trigger, hereby
14 ORDERS AND ADJUDGES:

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

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

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

23 4. The Settlement is not an admission by Defendant, nor is this Order a finding of
24 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
25 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
26 may be used as an admission of any fault, wrongdoing, omission, concession, or liability
27 whatsoever by or against Defendant.
28

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

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

6 7. Defendants shall pay the Gross Settlement Amount of \$116,109.09 according to
7 the terms of the PAGA Settlement Agreement.

8 8. The Net Settlement Amount means the Gross Settlement Amount (\$116,109.09)
9 minus the following: (a) attorneys' fees to PAGA Counsel in the amount of \$38,703.03;
10 (b) actual litigation expenses to PAGA Counsel in the amount of \$17,890.36; (c) \$2,500.00
11 allocated to Plaintiff as a PAGA Representative's Payment; and (d) up to \$2,950.00 to the
12 Settlement Administrator allocated to the Administrator Expenses Payment.

13 (a) The Court approves payment to PAGA Counsel of attorneys' fees in the
14 amount of \$38,703.03 to be paid from the Gross Settlement Amount.

15 (b) The Court approves payment to PAGA Counsel of actual litigation costs in
16 the amount of \$17,890.36 to be paid from the Gross Settlement Amount.

17 (c) The Court approves payment to the Administrator for its reasonable costs
18 and fees to administer the Settlement, up to \$2,950.00 to be paid from the
19 Gross Settlement Amount. If the final Administrator Expenses Payment is
20 less than \$2,950.00, any difference will be added to the Net Settlement
21 Amount.

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

24 9. In accordance with Labor Code § 2699(m), 65% of the Net Settlement Amount,
25 (\$35,142.71) is allocated to the LWDA, and the remaining 35% of the Net Settlement Amount
26 (\$18,923.00) is allocated to the Employees' PAGA Payment on a pro-rata basis, as described in
27 the PAGA Settlement Agreement.
28

1 10. The “PAGA Period” means October 23, 2024, through November 10, 2025, the
2 date the Court originally approved this Settlement.

3 11. The Court orders that Defendant transfer the Gross Settlement Amount to the
4 Administrator via wire transfer within thirty (30) days after the Administrator provides
5 Defendant with information identified by Defendant as necessary to effectuate wire transfer,
6 including the final Gross Settlement Amount.

7 12. The Court further orders that all Individual PAGA Payments, the LWDA
8 Payment, the PAGA Representative’s Payment, the PAGA Counsel’s Fees and Expenses
9 Payment, and the Settlement Administration Fee be paid within twenty-one (21) days after
10 Defendant transfers the Gross Settlement Amount to the Administrator.

11 13. By operation of this Order, Plaintiff, the State of California (including the
12 LWDA), and the Aggrieved Employees fully, finally, and forever release and discharge
13 Defendant and the Released Parties from any and all Released Claims and shall be forever
14 barred from pursuing such released claims against Defendant and the Released Parties, as set
15 forth in the PAGA Settlement Agreement. For purposes of this Release, Released Parties
16 means Defendant and any of its past, present and future direct or indirect parents, subsidiaries,
17 predecessors, successors, assigns, affiliates, and joint venturers, as well as its past, present and
18 future owners, officers, directors, employees, associates, partners, shareholders, members,
19 agents, attorneys, insurers, reinsurers, and any individual or entity that could be jointly liable
20 with Defendant. For purposes of this Release, Released Claims means any and all individual or
21 representative claims for relief under PAGA, of whatever kind or nature, whether known or
22 unknown, arising during the PAGA Period that were, or reasonably could have been, alleged,
23 based on the facts contained in the Complaint and the PAGA Notice and all PAGA claims that
24 were, or reasonably could have been alleged based on facts ascertained during the Action,
25 including, but not limited to claims that reasonably could be premised on allegations related to
26 and derivative of theories of failure to pay minimum wages; failure to provide meal periods
27 and/or rest periods; failure to provide accurate itemized wage statements; failure to pay wages
28 due upon separation from Defendant’s employment; failure to reimburse required business

1 expenses; failure to pay overtime wages; failure to provide timely wages; and incorporating the
2 applicable Labor Code Sections including, but not limited to, California Labor Code sections
3 203, 204, 226(a), 226.7, 510, 1174(d), 1194, 1197, 1198, 2802, applicable IWC Wage Orders,
4 and any resulting claim for attorneys' fees and costs under PAGA.

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

15 15. PAGA Counsel shall submit a copy of this Order to the LWDA within ten (10)
16 days of the entry of the Order.

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

20
21 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
22 **ENTERED ACCORDINGLY.**

23
24 DATED: 03/09/2026



Dean J. Kitchens

25
26 THE HONORABLE DEAN J. KITCHENS
27 JUDGE OF THE SUPERIOR COURT
28 Dean J. Kitchens / Judge