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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ARDEN WHIPS, on behalf of the State of California, as a private attorney general,

Plaintiff,

v.

IME RESOURCES, LLC, a limited liability company; EXAMWORKS COMPLIANCE SOLUTIONS, LLC, a limited liability company; EXAMWORKS, LLC, a limited liability company; EXAMWORKS GROUP, LLC, a limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No. **CGC-24-620199**

[PROPOSED[ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT

Hearing Date: November 25, 2026
Hearing Time: 9:00a.m.

Judge: Hon. Christine Van Aken
Dept.: 301

Action Filed: December 2, 2024
Trial Date: Not Set

ORDER AND JUDGMENT

1. Plaintiff Arden Whips ("Plaintiff") move for approval of the settlement of Plaintiff's claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code § 2699(l), against Defendants IME Resources, LLC; ExamWorks Compliance Solutions, LLC; Exam Works, LLC; and Exam Works Group, LLC, ("Defendants").

2. Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement ("Agreement"), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency ("LWDA").

3. The Parties seek approval of the settlement of Plaintiff's PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Agreement which was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of $300,000, which includes the PAGA Payment, the Administration Expenses Payment in the amount of $5,250 for ILYM Group, Inc., to administer the settlement, PAGA Counsel Fees Payment in the amount of $100,000 (one-third of the Gross Settlement Amount), PAGA Counsel Litigation Expenses Payment in the amount of $17,786.88, and Service Award to Plaintiff of $10,000. The PAGA Payment of no less than $166,963.12 which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, and shall be allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 65% of the payment will be paid to the LWDA (no less than $195,526.02) and 35% will be paid to the Aggrieved Employees (no less than $58,437.10).

4. The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiff's motion and

approves the PAGA settlement as set forth in the Agreement and the PAGA Payment, which shall be allocated and paid out as set forth in the Agreement.

5. The "Aggrieved Employee" means all individuals who are or previously were employed by Defendants in California and classified as a non-exempt employee at any time at any time during the PAGA Period. The PAGA Period is the period commencing on August 8, 2023, and ending on March 30, 2026.

6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, Defendant and the Released Parties (as defined in the Agreement) shall be entitled to a release of the Released PAGA Claims. The "Released PAGA Claims" means any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the PAGA Period (collectively the "Released PAGA Claims"). The "Released Parties" means Defendants and each of their parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors and assigns. The Released PAGA Claims expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims, and PAGA claims outside of the PAGA period. The Released PAGA Claims also expressly exclude Plaintiff's non-PAGA claims which are subject to a separate release, which will be set forth in a separate individual settlement agreement.

7. This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation), or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing.

8. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this Order and Judgment to the LWDA within 10 days after its entry.

9. This claim asserted under PAGA in this action is dismissed with prejudice. After entry of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure § 664.6, retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

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

DATED:_____

_____
THE HONORABLE ROCHELLE EAST
JUDGE OF THE SUPERIOR COURT