

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff William Ramirez and the Class

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

WILLIAM RAMIREZ, individually, and on
behalf of other members of the general public
similarly situated and other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

EMPLOYER SOLUTIONS STAFFING
GROUP LLC, a Minnesota limited liability
company; EMPLOYERS SOLUTIONS
STAFFING GROUP II, LLC, a Minnesota
limited liability company; POTTER
ROEMER LLC, a California limited liability
company; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 23STCV24735

Honorable William F. Highberger
Department SS10

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: May 14, 2025
Time: 10:30 a.m.
Dept.: SS10

Complaint Filed: October 11, 2023
FAC Filed: January 16, 2024
SAC Filed: March 26, 2024
Trial Date: Not Set

FILED
Superior Court of California
County of Los Angeles
05/30/2025

David W. Stoyko, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

1 **[PROPOSED] ORDER**

2 On May 14, 2025 at 10:30 a.m. in Department SS10 of the above-captioned Court located at
3 312 North Spring Street, Los Angeles, California 90012, Plaintiff William Ramirez's ("Plaintiff")
4 Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before
5 the Honorable William F. Highberger. Blackstone Law, APC appeared on behalf of Plaintiff, Ballard
6 Rosenberg Golper & Savitt LLP appeared on behalf of Defendants Employer Solutions Staffing Group
7 LLC and Employer Solutions Staffing Group II, LLC (together, "ESSG"), and Atkinson, Andelson,
8 Loya, Ruud & Romo appeared on behalf of Potter Roemer LLC ("Potter Roemer") (collectively,
9 ESSG and Potter Roemer are referred to as "Defendants").

10 The Court, having carefully considered the papers, argument of counsel, and all matters
11 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary
12 Approval of Class Action and PAGA Settlement.

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
15 ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Alexandra Rose
16 in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This
17 is based on the Court's determination that the Settlement falls within the range of possible approval
18 as fair, adequate, and reasonable.

19 2. This Order incorporates by reference the definitions in the Settlement Agreement, and
20 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
21 Settlement Agreement.

22 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and
23 reasonable. It appears to the Court that extensive investigation and research have been conducted such
24 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It
25 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by
26 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of
27 the case. It further appears that the Settlement has been reached as the result of intensive, serious, and
28 non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the Class
2 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, LWDA PAGA Payment, Class
3 Representative Service Payment, Administration Expenses Payment, and payments to the
4 Participating Class Members and Aggrieved Employees provided for in the Settlement Agreement,
5 appear to be within the range of reasonableness of a settlement that could ultimately be given final
6 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
7 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
8 to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced
9 against the probable outcome of further litigation relating to certification, liability, and damages issues
10 and are consistent with the requirements of California Labor Code § 2699(1).

11 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
12 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
13 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
14 (b) common questions of law and fact predominate, and there is a well-defined community of interest
15 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
16 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
17 protect the interests of the members of the Class; (e) a class action is superior to other available
18 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
19 counsel for Plaintiff in his individual capacity and as the representative of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 All current and former non-exempt employees employed directly by Potter Roemer
23 and who worked during the Class Period, and all current and former non-exempt
24 temporary service workers of ESSG who worked for Potter Roemer during the
25 Class Period.

26 (The Class Period is defined as the period from October 11, 2019 through
27 September 15, 2024, subject to Paragraph 8 of the Settlement Agreement.)

28 7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana
Fang, and Alexandra Rose of Blackstone Law, APC as counsel for the Class ("Class Counsel").

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1 8. The Court provisionally appoints Plaintiff William Ramirez as the representative of the
2 Class (“Class Representative”).

3 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
4 Settlement (“Administrator”).

5 10. No later than fourteen (14) calendar days after entry of this Order, Defendants will
6 provide the Administrator with the following information about each Class Member: full name, last-
7 known mailing address, Social Security Number, dates worked during the Class Period and PAGA
8 Period (if applicable), and any other information necessary for the Administrator to calculate
9 Workweeks and Pay Periods (collectively referred to as the “Class Data”) in conformity with the
10 Settlement Agreement.

11 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
12 and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as **Exhibit 1**. The Class
13 Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The
14 Court finds that the Class Notice appears to fully and accurately inform the Class Members of all
15 material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement
16 by submitting a Request for Exclusion, of Class Members’ right to dispute the Workweeks and/or Pay
17 Periods credited to each of them by submitting a challenge, and of each Participating Class Member’s
18 right and opportunity to object to the Class Settlement by submitting a written objection to the
19 Administrator. The Court further finds that distribution of the Class Notice substantially in the manner
20 and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the
21 Settlement Agreement and this Order, meet the requirements of due process and shall constitute due
22 and sufficient notice to all persons entitled thereto. The Court further orders the Administrator to mail
23 the Class Notice in English and Spanish by First-Class U.S. Mail to all Class Members within fourteen
24 (14) calendar days of receipt of the Class Data, pursuant to the terms set forth in the Settlement
25 Agreement.

26 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
27 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
28 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity

1 with the requirements set forth in the Class Notice, to the Administrator, postmarked or emailed on or
2 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
3 Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice,
4 the Response Deadline shall be extended fourteen (14) calendar days from the original Response
5 Deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the
6 Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound
7 by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all
8 Aggrieved Employees will be bound by the PAGA Settlement and issued their Individual PAGA
9 Payment, irrespective of whether they submit a Request for Exclusion. Class Members who do not
10 submit a valid and timely Request for Exclusion (i.e., Participating Class Members) shall be bound by
11 the Settlement Agreement and any final judgment based thereon.

12 13. A Final Approval Hearing shall be held before this Court on
13 U&ACFCEG at JÁ a.m./p.m. in Department SS10 of the Los
14 Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012,
15 to determine all necessary matters concerning the Settlement, including: whether the proposed
16 settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate,
17 and reasonable and should be finally approved by the Court; whether a judgment, as provided in the
18 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should
19 be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and
20 determine whether to approve the requests for the Class Counsel Fees Payment, Class Counsel
21 Litigation Expenses Payment, LWDA PAGA Payment, Class Representative Service Payment,
22 Administration Expenses Payment, and payments to the Participating Class Members and Aggrieved
23 Employees.

24 14. Class Counsel shall file a motion for final approval of the Settlement and for the Class
25 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
26 Payment, and Administration Expenses Payment, along with the appropriate declarations and
27 supporting evidence, including the Administrator’s declaration, by
28 J&B B, to be heard at the Final Approval Hearing.

1 15. To object to the Class Settlement, a Participating Class Member must submit their
2 written objection to the Administrator on or before the Response Deadline. The objection must be
3 signed and must contain the information that is required, as set forth in the Class Notice, including and
4 not limited to the grounds for the objection. Participating Class Members, individually or through
5 counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether
6 they have submitted a written objection.

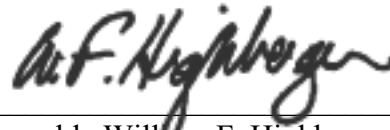
7 16. In the event the Settlement does not become effective in accordance with the terms of
8 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
9 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
10 the parties shall revert back to their respective positions as of before entering into the Settlement
11 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
12 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

13 17. The Court reserves the right to adjourn or continue the date of the Final Approval
14 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
15 Members and retains jurisdiction to consider all further applications arising out of or connected with
16 the Settlement.

17 **IT IS SO ORDERED.**

 05/30/2025

18 Dated: _____



Honorable William F. Highberger
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

William Ramirez v. Employer Solutions Staffing Group LLC, et al.
(Los Angeles County Superior Court Case No. 23STCV24735)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Employer Solutions Staffing Group LLC and Employer Solutions Staffing Group II, LLC (collectively, “ESSG”) and Potter Roemer, LLC (“Potter Roemer”) (collectively, “ESSG and Potter Roemer”) for alleged wage and hour violations. The Action was filed by a former ESSG and Potter Roemer employee William Ramirez (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees employed directly by Potter Roemer and who worked during the Class Period, and all current and former temporary service workers of ESSG who worked for Potter Roemer during the Class Period (“Class” or “Class Member(s)”; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt employees employed directly by Potter Roemer and who worked during the PAGA Period, and all current and former non-exempt temporary service workers of ESSG who worked for Potter Roemer during the PAGA Period (“Aggrieved Employees”). The “Class Period” is the period from October 11, 2019 to **[September 15, 2024, subject to Paragraph 8 of the Settlement Agreement]**. The “PAGA Period” is the period from October 6, 2022 to **[September 15, 2024, subject to Paragraph 8 of the Settlement Agreement]**.

The proposed Settlement has two main parts: (1) a Class Settlement requiring ESSG and Potter Roemer to fund Individual Class Payments, and (2) a PAGA Settlement requiring ESSG and Potter Roemer to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on ESSG and Potter Roemer’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [TBD] (less withholding) and your Individual PAGA Payment is estimated to be \$ [TBD]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to ESSG and Potter Roemer’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on ESSG and Potter Roemer’s records showing that **you worked [TBD] weeks for Potter Roemer for at least one day during the Class Period (“Workweeks”)** and **you worked [TBD] pay periods for Potter Roemer for at least one day during the PAGA Period (“Pay Periods”)**. If you believe that you worked more Workweeks or Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys. The Court will also decide whether to enter a judgment that requires ESSG and Potter Roemer to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against ESSG and Potter Roemer.

If you worked for ESSG and Potter Roemer during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against ESSG and Potter Roemer.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against ESSG and Potter Roemer, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

ESSG and Potter Roemer will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against ESSG and Potter Roemer that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [45 days after mailing of notice]	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. ESSG and Potter Roemer must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below).</p>
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [45 days after mailing of notice]	<p>All Class Members who do not submit a valid and timely Request for Exclusion ("Participating Class Members") can object to any aspect of the Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members.</p> <p>You can object to the amounts requested by Class Counsel or Plaintiff</p>

	if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [TBD] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [TBD]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [45 days after mailing of notice]	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Workweeks and Pay Periods you worked according to ESSG and Potter Roemer's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [TBD]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former ESSG and Potter Roemer employee. The Action accuses ESSG and Potter Roemer of violating California labor laws by failing to pay overtime wages, minimum wages, wages due during employment and upon termination, and reimbursable expenses, and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA. Plaintiff is represented by the following attorneys in the Action: Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and Alexandra Rose of Blackstone Law, APC ("Class Counsel.")

ESSG and Potter Roemer strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether ESSG and Potter Roemer or Plaintiff is correct on the merits. In the meantime, Plaintiff and ESSG and Potter Roemer hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and ESSG and Potter Roemer have negotiated a proposed Settlement that is subject to the Court's final approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, ESSG and Potter Roemer do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) ESSG and Potter Roemer have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. ESSG and Potter Roemer Will Collectively Pay \$ 661,320 as the Gross Settlement Amount (“Gross Settlement Amount”). ESSG and Potter Roemer have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, ESSG and Potter Roemer will fund the Gross Settlement Amount not more than 21 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to 1/3 of the Gross Settlement Amount (currently estimated to be \$220,440) to Class Counsel for attorneys’ fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$9,000 to the Administrator for services administering the Settlement.
 - D. Up to \$10,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their number of Pay Periods during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their number of Workweeks during the Class Period.
4. Taxes Owed on Payments to Participating Class Members and Aggrieved Employees. Plaintiff and Potter Roemer are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to non-wage damages and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Potter Roemer will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Potter Roemer have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant final approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and ESSG and Potter Roemer have agreed that, in either case, the Settlement will be void: ESSG and Potter Roemer will not pay any money and Class Members will not release any claims against ESSG and Potter Roemer.
7. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion and written objections. The Administrator will also decide Class Member challenges over Workweeks and/or Pay Period, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
8. Participating Class Members' Release. After the Judgment is final and ESSG and Potter Roemer have fully funded the Gross Settlement Amount and Potter Roemer has separately paid all employer payroll taxes), Participating Class Members will release the Released Class Claims against the Released Parties. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against ESSG and Potter Roemer or related entities for wages based on the Class Period facts as alleged in the Action and resolved by the Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including any and all claims for any alleged failure to pay minimum or overtime wages, any alleged failure to provide meal periods or rest periods or compensation for meal period or rest period violations, any alleged failure to pay wages during employment, any alleged failure to provide accurate wage statements, any alleged failure to pay wages due at separation and associated waiting time penalties, failure to reimburse necessary business expenses, and unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, *et seq.* based on the aforementioned (collectively, the "Released Class Claims").

Except as to the Released PAGA Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

9. Aggrieved Employees' Release. After the Judgment is final and ESSG and Potter Roemer have fully funded the Gross Settlement Amount and Potter Roemer has separately paid employer payroll taxes, Aggrieved Employees will release the Released PAGA Claims against the Released Parties, whether or not they exclude themselves from the Class Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against ESSG and Potter Roemer or related entities based on the PAGA Period facts as alleged in the Action and resolved by the Settlement.

The Aggrieved Employees will be bound by the following release:

All Aggrieved Employees (whether they are Participating Class Members or Non-Participating Class Members) 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 any and all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the allegations in the Operative Complaint and/or the PAGA Notice and ascertained in the course of the Action and that arose during the PAGA Period, including any and all claims for any alleged failure to pay minimum or overtime wages, any alleged failure to provide meal periods or rest periods or compensation for meal period or rest period violations, any alleged failure to pay wages during employment, any alleged failure to provide accurate wage statements, any alleged failure to keep complete and accurate payroll records, any alleged failure to pay wages due at separation and associated waiting time penalties, and failure to reimburse necessary business expenses (collectively, the "Released PAGA Claims").

10. Released Parties. "Released Parties" is defined as Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's total number of Workweeks.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 (i.e., 25% of the PAGA Penalties) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's total number of Pay Periods.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in ESSG and Potter Roemer's records, are stated in the first page of this Notice. You have until **[45 days after mailing of**

notice to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or email. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept ESSG and Potter Roemer's calculation of Workweeks and/or Pay Periods based on ESSG and Potter Roemer's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and ESSG and Potter Roemer's counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee including those who opt out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter (i.e., Request for Exclusion) with simple statement that you do not want to participate in the Class Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *William Ramirez v. Employer Solutions Staffing Group LLC, et al.* (Case No. 23STCV24735), and include your identifying information (full name, mailing address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [45 days after mailing of notice], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against ESSG and Potter Roemer based on the PAGA Period facts alleged in the Action.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and ESSG and Potter Roemer are asking the Court to approve. At least 16 days before the **[TBD]** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a

Motion for Final Approval, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you a copy of this document at no cost to you. You can also view this document on the Administrator's website [TBD] or the Court's website <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Class Settlement and/or the Motion for Final Approval, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [45 days after mailing of notice].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *William Ramirez v. Employer Solutions Staffing Group LLC, et al.* (Case No. 23STCV24735) and include your full name, mailing address, and email or telephone number, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object orally (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [TBD] at [TBD], in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Final Approval Hearing, the Judge will decide whether to grant final approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [TBD] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything ESSG and Potter Roemer and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to ILYM Group, Inc.'s website at [TBD]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. 23STCV24735. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorneys: Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and Alexandra Rose

Email Addresses: mschimmel@blackstonepc.com; jfang@blackstonepc.com; arose@blackstonepc.com

Name of Firm: Blackstone Law, APC

Mailing Address: 8383 Wilshire Blvd., Suite 745, Beverly Hills, CA 90211

Telephone: (310) 622-4278

Administrator:

Name of Company: ILYM Group, Inc.

Email Address: [TEXT]

Mailing Address: [TEXT]

Telephone: [TEXT]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.