

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Matthew Richard Soto (SBN 353499) FIRM NAME: LAWYERS for JUSTICE, PC STREET ADDRESS: 410 West Arden Ave., Suite 203 CITY: Glendale STATE: CA ZIP CODE: 91203 TELEPHONE NO.: 818.265.1020 FAX NO.: 818.265.1021 EMAIL ADDRESS: ATTORNEY FOR (name): Plaintiffs Salim Benyahia, et al. SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, 94612 BRANCH NAME: Rene C. Davidson Courthouse	FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Salim Benyahia, et al. DEFENDANT/RESPONDENT: Proguard Security Services, Inc.	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: RG20068496 / Dept. 21

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): December 17, 2024

2. A copy of the judgment, decree, or order is attached to this notice.

Exhibit 1 - Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement, Dismissal of Plaintiff Benyahia's Individual Claims With Prejudice, Dismissal of Class Claims Without Prejudice, and Award of Attorneys' Fees and Costs, General Release Fees, and Settlement Administration Costs

Date: December 26, 2024

Matthew Richard Soto

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)



(SIGNATURE)

PLAINTIFF/PETITIONER: Salim Benyahia, et al.
 DEFENDANT/RESPONDENT: Proguard Security Services, Inc.

CASE NUMBER:
 RG20068496 / Dept. 21

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE.

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: December 26, 2024

Isabel Yang

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Elizabeth Parker-Fawley (SBN 301592)
Matthew Richard Soto (SBN 353499)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

FILED
Superior Court of California
County of Alameda

12/17/2024

Clad Fiske, Executive Officer / Clerk of the Court

By: Nicole Hall Deputy
N. Hall

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

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

Plaintiff,

vs.

PROGUARD SECURITY SERVICES, INC., An
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

KALAINA DULA, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

PROGUARD SECURITY SERVICES, INC., An
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: RG20068496
Consolidated with case no. RG21107609

Honorable Noël Wise
Department 21

CLASS ACTION

**~~REVISED PROPOSED~~ ORDER AND
JUDGMENT GRANTING APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT, DISMISSAL OF
PLAINTIFF BENYAHIA'S INDIVIDUAL
CLAIMS WITH PREJUDICE, DISMISSAL OF
CLASS CLAIMS WITHOUT PREJUDICE, AND
AWARD OF ATTORNEYS' FEES AND COSTS,
GENERAL RELEASE FEES, AND
SETTLEMENT ADMINISTRATION COSTS**

Date: December 3, 2024
Time: 1:30 PM
Department: 21
Reservation ID: 261720102342

Benyahia Action Filed: July 22, 2020
Dula Action Filed: June 25, 2021
Trial Date: None Set

**~~REVISED PROPOSED~~ ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND ENTRY OF JUDGMENT ON PAGA CLAIM, DISMISSAL OF
PLAINTIFF BENYAHIA'S INDIVIDUAL CLAIMS WITH PREJUDICE, DISMISSAL OF CLASS CLAIMS WITHOUT PREJUDICE, AND
AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEES, AND SETTLEMENT ADMINISTRATION COSTS**

1 This matter has come before the Honorable Noël Wise in Department 21 of the Superior Court of
2 the State of California, for the County of Alameda, on December 3, 2024 at 1:30 PM, on Plaintiffs Salim
3 Benyahia and Kalaina Dula (together, the “Plaintiffs”) Motion for Approval of Private Attorneys General
4 Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement, Dismissal of Plaintiff Benyahia’s
5 Individual Claims with Prejudice, Dismissal of Class Claims without Prejudice, and Award of Attorneys’
6 Fees and Costs, General Release Fees, and Settlement Administration Costs (“Motion for Approval of
7 Settlement”). Lawyers *for* Justice, PC appeared for Plaintiffs and Clark Hill LLP appeared for Defendant
8 Proguard Security Services, Inc. (“Defendant”).

9 On or around July 3, 2024, Plaintiffs and Defendant (together, the “Parties”) executed the Private
10 Attorneys General Act Settlement Agreement and Release (“Original Agreement”).

11 On July 15, 2024, Plaintiffs filed the Motion for Approval of Settlement, and noticed the hearing
12 for the motion on August 6, 2024 at 1:30 p.m..

13 On July 31, 2024, the Court issued a Tentative Ruling on the Motion for Approval of Settlement,
14 which the Parties did not dispute and submitted on, and which was adopted by the Court by way of Minute
15 Order issued on August 6, 2024 (“August 6, 2024 Order”). The August 20, 2024 Order continued the
16 hearing on the Motion for Approval of Settlement to August 27, 2024 at 1:30 p.m..

17 On August 25, 2024, the Court issued a Tentative Ruling on the Motion for Approval of
18 Settlement, continuing the hearing of the Motion for Approval of Settlement to October 8, 2024,
19 requesting additional information in support of the Motion for Approval of Settlement, and instructing the
20 Parties to modify the settlement terms (and to make corresponding modifications to the proposed cover
21 letter) to address the Court’s concerns (“August 25, 2024 Tentative Ruling”). Plaintiffs’ Counsel
22 contested the August 25, 2024 Tentative Ruling, and the Parties attended a hearing on August 27, 2024; at
23 the hearing the matter was argued and submitted, and the Court issued its order instructing the Parties to
24 address several issues raised by the Court therein (“August 27, 2024 Order”).

25 On October 4, 2024, the Court issued a Tentative Ruling on the Motion for Approval of
26 Settlement, which the Parties did not dispute and submitted on, and which was adopted by the Court by
27 way of Minute Order issued on October 8, 2024 (“October 8, 2024 Order”). The October 8, 2024 Order
28

1 continued the hearing on the Motion for Approval of Settlement to December 3, 2024 at 1:30 p.m. and set
2 a deadline of November 22, 2024 to file supplemental and/or amended papers.

3 The Parties negotiated and entered into the First Amended Private Attorneys General Act
4 Settlement Agreement and Release on October 21, 2024 (“Settlement,” “Settlement Agreement,”
5 “Agreement,” or “Amended Settlement Agreement”), which was submitted to the Court as a “**EXHIBIT**
6 **3**” to the Declaration of Joanna Ghosh in Support of Plaintiffs’ Motion for Approval of Private Attorneys
7 General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement, Dismissal of Plaintiff Benyahia’s
8 Individual Claims with Prejudice, Dismissal of Class Claims without Prejudice, and Award of Attorneys’
9 Fees and Costs, General Release Fees, and Settlement Administration Costs. The Parties also negotiated
10 and reached agreement on a revised Cover Letter (“Cover Letter”). On November 22, 2024, the Parties
11 filed their supplemental papers in support of the Motion for Approval, including *inter alia*, submitting the
12 Amended Settlement Agreement to the Court.

13 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
14 Declarations of Plaintiffs’ Counsel Elizabeth Parker-Fawley and Joanna Ghosh and Declarations of
15 Plaintiffs Salim Benyahia and Kalaina Dula, and (3) the Amended Settlement Agreement.

16 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

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

18 1. The Motion for Approval of Settlement is granted.
19 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
20 3. Unless otherwise specified, all citations and references to the Private Attorneys General
21 Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) are to the version of the statute prior to the
22 recent amendment effective July 1, 2024; the amended statute does not apply to the Actions and the
23 Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the Actions were
24 filed prior to June 19, 2024.

25 4. The Court finds that Plaintiffs have satisfied the prerequisites under PAGA, including, and
26 not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and
27 Defendant with notice of the specific provisions of the California Labor Code alleged to have been
28 violated, including, and not limited to, the facts and theories to support the alleged violations, in

1 conformity with California Labor Code § 2699.3(a).

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

5 6. The Aggrieved Employees covered under the Settlement consist of the following
6 individuals:

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

9 7. The Court finds that the Parties reached the Settlement as a result of arm's-length
10 negotiations.

11 8. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
12 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,
13 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
14 Amount shall be the Total Settlement Amount (\$1,100,000.00) less the approved Attorneys' Fees and
15 Costs to Lawyers *for* Justice, PC ("Plaintiffs' Counsel"), General Release Fees to Plaintiffs, and
16 Settlement Administration Costs to Atticus Administration, LLC (the "PAGA Settlement Administrator").
17 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA
18 Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the
19 Aggrieved Employees ("Employees' Portion") in accordance with this Order and Judgment and the
20 Settlement Agreement.

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

25 10. The Court approves the payment of ~~\$440,000.00~~ ^{\$330,000} to Plaintiff's Counsel for attorneys' fees.
26 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with
27 this Order and Judgment and the Settlement Agreement. Ten percent (10%) of the attorneys' fees will be
28

1 held back and kept by the Settlement Administrator in the settlement account, until the Final Accounting
2 Hearing set by the Court and the Court's approval of the final accounting regarding the Settlement.

3 11. The Court approves the payment of \$21,427.27 to Plaintiff's Counsel for reimbursement of
4 litigation costs and expenses incurred in the Actions. This amount shall be paid from the Total Settlement
5 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
6 Agreement.

7 12. The Court approves payment in the amount of \$10,000.00 to Plaintiff Salim Benyahia and
8 in the amount of \$10,000.00 to Plaintiff Kalaina Dula for their General Release Fees. These amounts shall
9 be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and
10 Judgment and the Settlement Agreement.

11 13. The Court approves payment up to the amount of \$11,000.00 to Atticus Administration,
12 LLC for the Settlement Administration Costs. This amount shall be paid from the Total Settlement
13 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
14 Agreement.

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

17 15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
18 Employees; however, the Court approves the Cover Letter, attached hereto as "**EXHIBIT A**," and the
19 PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same
20 time that it distributes payments to Aggrieved Employees for their share of the Employees' Portion
21 ("Individual Settlement Share(s)).

22 16. No later than seven (7) calendar days after the date of this Order and Judgment, Defendant
23 will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with
24 this Order and Judgment and the Settlement Agreement.

25 17. No later than fourteen (14) calendar days after the date of this Order and Judgment,
26 Defendant shall deposit \$1,100,000.00 into a qualified settlement account established, by the PAGA
27 Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment
28 and the Settlement Agreement.

1 18. No later than fourteen (14) calendar days after the PAGA Settlement Administrator
2 receives the Aggrieved Employees List and Defendant fully funds the Total Settlement Amount, the
3 PAGA Settlement Administrator shall distribute the LWDA Payment to the LWDA, Individual Settlement
4 Share checks and Cover Letters to Aggrieved Employees (together, the “PAGA Settlement Packages”),
5 the General Release Fees to Plaintiffs, the Settlement Administration Costs to itself (only after the PAGA
6 Settlement Package have been mailed to all Aggrieved Employees), the Attorneys’ Fees and Costs to
7 Plaintiff’s Counsel (unless instructed otherwise by Plaintiffs’ Counsel), as provided for by this Order and
8 Judgment and the Settlement Agreement.

9 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
10 and negotiable for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with such
11 canceled checks shall be transmitted by the PAGA Settlement Administrator to Legal Aid at Work, a non-
12 profit organization which, among other things, operates Workers’ Rights Clinics at sites across California.

13 20. Aggrieved Employee shall not have the right to opt out of or object to the Settlement.
14 Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as
15 to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California,
16 will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the
17 full extent permitted by law, of and from the Actions and from the Released Claims.

18 21. “Released Parties” means Defendant, including Defendant’s parent corporation, affiliates,
19 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former
20 employees, attorneys, officers, owners, directors and agents thereof, both individually and in their business
21 capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and
22 insurers of such plans and programs.

23 22. “Released Claims” means any and all claims, arising during the PAGA Period, for civil
24 penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and
25 costs available under PAGA, based on the factual allegations in the PAGA Notices in the Actions,
26 including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide
27 compliant meal periods and associated premiums, failure to provide compliant rest periods and associated
28 premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination,

1 failure to provide compliant and accurate wage statements, failure to maintain complete and accurate
2 payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of
3 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194,
4 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Order, 4-2001.

5 23. "PAGA Period" means the period from May 18, 2019 through April 14, 2023.

6 24. No individualized notice of this Order and Judgment is required to be provided to the
7 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
8 system established for the filing of notices and documents, in conformity with California Labor Code
9 § 2699(1)(3).

10 25. Upon entry of this Order and Judgment, the Court hereby enters judgment, with prejudice,
11 with respect to the Released Claims for the reasons described above and in accordance with the terms of
12 the Settlement Agreement.

13 26. Upon entry of this Order and Judgment and pursuant to California Rules of Court, Rule
14 3.770, Plaintiff Salim Benyahia's individual claims alleged in the action entitled *Salim Benyahia v.*
15 *Proguard Security Services, Inc.*, Alameda Superior Court Case No. RG20068496 are hereby **dismissed**
16 **with prejudice**, and the putative class claims alleged in the action entitled *Salim Benyahia v. Proguard*
17 *Security Services, Inc.*, Alameda Superior Court Case No. RG20068496 are hereby **dismissed without**
18 **prejudice**.

19
20
21 Date: 12/17/24



Honorable Noël Wise
Judge of the Alameda Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Salim Benyahia v. Proguard Security Services, Inc.*, Alameda Superior Court Case No. RG20068496 and *Kalaina Dula v. Proguard Security Services, Inc.*, Alameda Superior Court Case No. RG21107609

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

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Salim Benyahia v. Proguard Security Services, Inc.*, Alameda Superior Court Case No. RG20068496 ("*Benyahia* Action") and *Kalaina Dula v. Proguard Security Services, Inc.*, Alameda Superior Court Case No. RG21107609 ("*Dula* Action") (together, the "Actions").

The *Benyahia* lawsuit was filed on July 22, 2020 by Salim Benyahia ("Plaintiff Benyahia") against his former employer, Defendant Proguard Security Services, Inc. ("Defendant"), on behalf of himself and putative class members, to seek for damages and attorneys' fees, for violations of multiple provisions of the Labor Code, and recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), on behalf of the State of California, for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders ("*Benyahia* Operative Complaint"), including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the *Benyahia* lawsuit, on May 18, 2020, Plaintiff Benyahia submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, 4-2001, thereby initiating LWDA Case Number LWDA-CM-787050-20 (the "*Benyahia* PAGA Notice").

The *Dula* lawsuit was filed on June 25, 2021 by Kalaina Dula ("Plaintiff Dula") against Defendant, her former employer, on behalf of the State of California to seek recovery of civil penalties pursuant to the PAGA, for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders ("*Dula* Operative Complaint") (together, the *Benyahia* Operative Complaint and *Dula* Operative Complaint are referred to as, the "Operative Complaints"), including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the *Dula* lawsuit, on March 23, 2021, Plaintiff Dula submitted a letter to the LWDA, pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, 4-21001, thereby initiating LWDA Case Number LWDA-CM-826780-21 (the "*Dula* PAGA Notice") (together, the *Benyahia* PAGA Notice and *Dula* PAGA Notice are referred to as, the "PAGA Notices").

Defendant denies all of Plaintiffs' allegations and denies any wrongdoing of any kind associated with Plaintiffs' allegations.

A settlement was reached between Plaintiffs and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period ("Aggrieved Employees"). The period May 18, 2019 through April 14, 2023 is the "PAGA Period."

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

Under the settlement, Plaintiffs and the State of California, are deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, of and from the Actions and from any and all Released Claims.

"Released Parties" means Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the PAGA Notices in the Actions, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, 4-21001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to Legal Aid at Work.

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

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On December 26, 2024, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Lisa Reimbold (SBN 261321)
CLARK HILL LLP
555 South Flower Street, 24th Floor
Los Angeles, California 90017
Tel: (213) 891-9100 / Fax: (213) 488-1178
LReimbold@ClarkHill.com

Attorneys for Defendant

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California Labor & Workforce Development Agency Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 26, 2024, at Glendale, California.



Isabel Yang