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Attorneys for Plaintiff
SAUL SANCHEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

SAUL SANCHEZ, individually and on behalf
of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiffs,

vs.

POTENTIAL INDUSTRIES, INC., a
California corporation; PARTNERS
PERSONNEL – MANAGEMENT
SERVICES, LLC, a Delaware limited liability
company; and DOES 1 through 50, inclusive,

Defendant.

Case No. 21STCV11999

*Assigned for All Purposes to: Hon. Theresa M.
Traber, Dept. 1*

**NOTICE OF ENTRY OF ORDER
APPROVING PAGA SETTLEMENT AND
ENTERING JUDGMENT**

Complaint Filed: March 29, 2021
FAC Filed: May 11, 2021
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on June 16, 2026, the Honorable Theresa M. Traber, in
3 Department 1 of the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California
4 90012, executed the Order Approving PAGA Settlement and Entering Judgment.

5 Attached hereto as **Exhibit A** is a true and correct copy of the Order Approving PAGA
6 Settlement and Entering Judgment which was executed and filed on June 16, 2026.

7
8
9 Dated: June 19, 2026

PROTECTION LAW GROUP, LLP

10
11 By:



Heather Davis, Esq.
D. Luke Clapp, Esq.
Attorneys for Plaintiff

Exhibit A

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SAUL SANCHEZ

Additional Counsel on following page:

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - SPRING STREET

SAUL SANCHEZ, individually and on
behalf of others similarly situated,

Plaintiffs,

vs.

POTENTIAL INDUSTRIES, INC., a
California corporation; PARTNERS
PERSONNEL – MANAGEMENT
SERVICES, LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21STCV11999

*Assigned for All Purposes to: Hon. Theresa M.
Traber, Department SS-1*

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

Complaint Filed: March 29, 2021
FAC Filed: May 11, 2021
SAC Filed: May 7, 2026

FILED
Superior Court of California
County of Los Angeles

06/16/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

1 Having reviewed and considered Plaintiffs Saul Sanchez, Omar Rios Romero, and Oscar
2 Martinez (“Plaintiffs”) Motion for Order Approving PAGA Settlement, and good cause appearing
3 for the same, it is hereby **ORDERED, ADJUDGED, and DECREED**:

4 1. The Court hereby approves the Joint Stipulation of Private Attorneys General Act
5 Settlement attached as Exhibit 2 to the Declaration of Heather Davis (“Settlement Agreement” or
6 “Settlement”) as a fair, reasonable, and adequate resolution of the PAGA claims alleged in the
7 Action.

8 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set
9 forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein
10 shall have the same meaning as defined in the Settlement Agreement except as otherwise set forth
11 in this order.

12 3. This Court has jurisdiction over the subject matter of this Action, and over all Parties
13 to this Action, including Plaintiff, the State of California, and all “PAGA Members.”

14 4. The “PAGA Members” covered by this Order and Judgment include “all current and
15 former non-exempt employees in the State of California who (1) worked solely for Defendant
16 Potential Industries, Inc. from March 3, 2020, through March 19, 2026 (the “PAGA Period”); or (2)
17 worked for Defendant Partners Personnel –Management Services, LLC and were placed to work
18 with Potential Industries during the PAGA Period.

19 5. The Court designates Phoenix Class Action Administration Solutions (“Phoenix”) as
20 the third-party Settlement Administrator for mailing the PAGA Members’ explanatory letters,
21 calculating the payments to the PAGA Members, distributing the settlement payments approved by
22 the Court from the Gross Settlement Amount, and other duties set forth in the Settlement. Pursuant
23 to the terms of the Settlement, Defendants shall provide the Settlement Administrator with a list of
24 the PAGA Members that identifies for each PAGA Member their full name, social security number,
25 last known address, last known phone number, and total number of pay periods worked by each
26 PAGA Member during the PAGA Period within 7 days of the Effective Date. Within 14 days of the
27 Effective Date Defendants shall deposit with the Settlement Administrator the Gross Settlement
28 Amount of Two Million One Hundred Thousand Dollars (\$2,100,000.00).

6. Within 7 days of the funding of the Settlement, the Settlement Administrator shall

1 distribute the Gross Settlement Amount as provided in the Settlement Agreement and set forth
2 below:

- 3 a. Four Hundred and Forty-Eight Thousand Eight Hundred Dollars (\$448,800.00), to
4 Protection Law Group LLP for attorneys' fees and attorneys' costs in the amount of
5 Fifty-Six Thousand Five Hundred and Seven Dollars and Eighty-Two Cents
6 (\$56,507.82);
- 7 b. Two Hundred and Fifty-Nine Thousand Dollars (\$259,000.00) to E & L, LLP and
8 Mooradian Law, APC for attorneys' fees and attorneys' costs in the amount of
9 Thirty-Two Thousand Four Hundred and Forty-Eight Dollars and Ninety-Seven
10 Cents (\$32,448.97);
- 11 c. Fifteen Thousand Dollars (\$15,000.00) to Plaintiff Saul Sanchez from the Gross
12 Settlement Amount as an incentive payment and Seven Thousand Five Hundred
13 (\$7,500.00) each to Plaintiffs Omar Rios Romero and Oscar Martinez.
- 14 d. Twelve Thousand Five Hundred Dollars (\$12,500.00) to the Settlement
15 Administrator, Phoenix, from the Gross Settlement Amount for administration
16 expenses incurred by the Settlement Administrator; and
- 17 e. After deducting the attorney's fees and costs, Plaintiffs' enhancement payments, and
18 the payment to the settlement administrator, the remaining Net Settlement Amount
19 shall be distributed to the California Labor and Workforce Development Agency
20 ("LWDA") and the PAGA Members. 75% of the Net Settlement Amount shall be
21 distributed to the LWDA. 25% of the Net Settlement Amount shall be distributed to
22 the PAGA Members on a pro rata basis based on the number of Pay Periods worked
23 by each PAGA Member during the PAGA Period. The Settlement Administrator
24 shall mail each PAGA Member their Individual Settlement Payment check along
25 with the explanatory letter attached to the Settlement Agreement as Exhibit A in both
English and Spanish.

26 7. All checks to the PAGA Members shall remain valid and negotiable for 180 days
27 from the date of their issuance to the PAGA Members. If any checks are not cashed within 180 days
28 of mailing, those funds shall be transmitted to the California State Controller's Unclaimed Property

1 Fund.

2 8. Upon the complete funding of the Gross Settlement Amount by Defendants,
3 Plaintiffs, PAGA Members, the LWDA and the State of California, through Plaintiffs as its agents
4 and/or proxies shall release Defendants and their past, present and/or future, direct and/or indirect,
5 officers, owners, directors, members, managers, employees, agents, representatives, attorneys,
6 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
7 divisions, predecessors, successors, assigns, and joint venturers. (collectively, the Released Parties)
8 from all claims for civil penalties under the California Labor Code Private Attorneys General Act
9 of 2004 that were or could have been premised on the facts alleged in Plaintiff Sanchez's March 3,
10 2021 PAGA Notice provided to the LWDA, Plaintiff Martinez's June 28, 2023 PAGA Notice to the
11 LWDA, or Plaintiff Romero's April 29, 2024, PAGA Notice to the LWDA and alleged in the
12 operative complaints in the Actions, including but not limited to penalties that could have been
13 awarded pursuant to Labor Code sections 201, 202, 203, 204 (a), 210, 221, 226(a), 226.3, 226.7,
14 227.3, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198 and 2699 ("the "Released
15 Claims") This release shall apply to claims arising during the PAGA Period and will be binding and
16 effective upon Plaintiff, the PAGA Members, the state of California and the LWDA regardless of
17 whether any PAGA Member fails to cash their respective settlement checks. This release does not
18 release any individual's non-PAGA claims.

19 9. The Court finds that Plaintiffs gave notice to the California Labor Workforce and
20 Development Agency ("LWDA") and to Defendants of their intention to pursue claims for civil
21 penalties under PAGA arising out of the facts and legal theories alleged in the Complaint, that the
22 LWDA did not give notice that it intended to investigate these claims within 65 days of receiving
23 Plaintiffs' notices, and that Plaintiffs are therefore authorized to pursue these claims on behalf of
24 the LWDA. The Court further finds that Plaintiffs gave notice of this proposed settlement of those
25 claims under PAGA to the LWDA in accordance with Labor Code section 2699(l)(2), and that the
26 LWDA has not expressed any objection to the proposed settlement. Accordingly, this Judgment also
27 bars the LWDA, or any other agency of the State of California, or any person acting on its behalf,
28 from collecting any penalties due to any of them to the extent those penalties arise out of the
Released Claims or the facts giving rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-86

10. Plaintiffs' Counsel are directed to submit a copy of this Order and Judgment to the California Labor and Workforce Development Agency within ten (10) days of entry of the Judgment.

11. Without affecting the finality of this Order and Judgment, the Court shall retain continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreement pursuant to the Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

DATED: 06/16/2026

 JUDGE OF THE SUPERIOR COURT
Theresa M. Traber / Judge