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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

SAMUEL HARRIS JR., individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; JUANITA HAWKINS-MOSLEY, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

CONTEMPORARY SERVICES CORPORATION, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No. 21TRCV00684

Honorable Elihu M. Berle
Department 6

[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEES, AND SETTLEMENT ADMINISTRATION COSTS

Date:	November 25, 2026
Time:	10:00 a.m.
Department:	6
Complaint Filed:	September 22, 2021
FAC Filed:	October 2, 2026
Trial Date	None Set

This matter has come before the Honorable Elihu M. Berle in Department 6 of the Superior Court of the State of California, for the County of Los Angeles, on November 25, 2026 at 10:00 a.m., on Plaintiffs Samuel Harris Jr. and Juanita Hawkins-Mosley's (together, the "Plaintiffs") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fees, and Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiffs and Clark Hill LLP, appeared for Defendant Contemporary Services Corporation ("Defendant" or "CSC").

On or around October 8, 2026, Plaintiffs and Defendant (together, the "Parties") partially executed the Labor Code Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or "Agreement").

The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the Declarations of Plaintiffs' Counsel Ryan Slinger and Plaintiffs Samuel Harris Jr. and Juanita Hawkins-Mosley, and (3) the Settlement Agreement.

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

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. The Motion for Approval of Settlement is granted.

2. All terms used herein shall have the same meaning defined in the Settlement Agreement.

3. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024.

4. The Court finds that Plaintiffs have satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

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

6. The Settlement pertains to the following aggrieved employees:

> All current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period from August 16, 2019 to August 14, 2025. ("Aggrieved Employees").

7. The Court finds that the Parties reached the Settlement as a result of arm's-length negotiations, conducted with the assistance of an experienced, neutral mediator, Steve Pearl, Esq.

8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement Amount shall be the Total Settlement Amount Three Million Dollars and Zero Cents ($3,000,000.00) less the approved Attorneys' Fees and Costs to Lawyers *for* Justice, PC ("Plaintiffs' Counsel"), General Release Fees to Plaintiffs, and Settlement Administration Costs to CPT Group, Inc. (the "PAGA Settlement Administrator"). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees ("Employees' Portion") in accordance with this Order and Judgment and the Settlement Agreement.

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

10. The Court approves the payment of $1,050,000.00 to Plaintiffs' Counsel for attorneys' fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

11. The Court approves the payment of $30,592.80 to Plaintiffs' Counsel for reimbursement of litigation costs and expenses incurred in the Actions. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment in the amount of $10,000.00 each to Plaintiffs Samuel Harris Jr. and Juanita Hawkins-Mosey for their General Release Fees. These amounts shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves payment up to the amount of $90,000.00 to CPT Group, Inc. for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

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

16. No later than fourteen (14) calendar days after the date of this Order and Judgment, Defendant will provide the PAGA Settlement Administrator with the Aggrieved Employee List, in accordance with this Order and Judgment and the Settlement Agreement.

17. Beginning in October 2026, Defendant shall start depositing monthly installments into a qualified settlement account established, by the PAGA Settlement Administrator, in thirty-six (36) monthly installments in accordance with the funding schedule set forth in Section 3(a)(7) of the Settlement Agreement, consisting of thirty-five (35) installments of Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($83,333.33) and a final installment of Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Forty-Five Cents ($83,333.45) for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement. The settlement must be fully funded on or before September 4, 2029.

18. No later than fourteen (14) calendar days after receipt of the Aggrieved Employee List and Installment Payment 1, the PAGA Settlement Administrator shall transmit the General Release Fees to Plaintiffs. No later than fourteen (14) calendar days after receipt of the Aggrieved Employee List and

installments sufficient to pay the full amount allocated as the LWDA Payment, the PAGA Settlement Administrator shall distribute the LWDA Payment to the LWDA. No later than fourteen (14) calendar days after receipt of the Aggrieved Employee List and the Total Settlement Amount, the PAGA Settlement Administrator shall mail the Individual Settlement Share checks and Cover Letters to all Aggrieved Employees (together, the "PAGA Settlement Packages"), the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees, the Attorneys' Fees and Costs to Plaintiffs' Counsel as provided for by this Order and Judgment and the Settlement Agreement.

19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check is cancelled.

20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, of and from the Action and from the Released Claims.

21. "Released Parties" means Defendant, including Defendant's current and former parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors, assigns, and their current and former employees, attorneys, officers, directors, shareholders, owners, 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.

22. "Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under the Private Attorney General Act, California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, that were alleged, or reasonably could have been alleged, based on the factual allegations in the Operative Complaint, the Actions, and PAGA Notices, including but not limited to, for failure to pay minimum, regular, and overtime, double time, reporting time,

stand-by, call-in, and split shift wages, failure to pay vested vacation time, failure to provide and pay accrued sick leave and/or Covid benefits, failure to maintain the designated wage scale, failure to provide recovery periods, failure to provide suitable seating, failure to provide rest days from work, 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 itemized, complete and accurate payroll records, requiring execution of a release of claims or rights on account of wages due without payment of those wages having been made, withholding or deducting from the compensation and/or requiring prospective employee to pay any fee or cost for any pre-employment medical or physical examination taken as a condition of employment, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 206.5, 210, 222.5, 223, 226, 226(a),226.3, 226.7, 227.3, 233, 246, 246.5, 432, 510, 512, 512(a), 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4, 4-2001, 5-2001, and 10-2001, and California Code of Regulations, sections Title 8, Section 11040, et seq., Section 11040 Subdivision 5(A), Section 11040 Subdivision 4(C), Subdivision 5(A), 11160(5), Section 3395(d).

23. "PAGA Period" means the period from August 16, 2019 to August 14, 2025.

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

Date: _____

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Honorable Elihu M. Berle
Judge of the Superior Court