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October 29, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
21CV391681
By: NVasquez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

MARLENA JENNINGS and MAKIYAH KIYOI, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

KNIGHTED VENTURES, LLC; and DOES 1 through 20, inclusive,

Defendants.

Case No. 21CV391681

ORDER GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT AND JUDGMENT

Plaintiffs Marlena Jennings and Makiyah Kiyoi ("Plaintiffs") moved for approval of the settlement of their representative action under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"), against defendant Knighted Ventures, LLC ("Defendant"). The motion came on for hearing on October 28, 2026 at 1:30 p.m. in Department 8 of this court, the Honorable Shella Deen presiding. The court has considered the moving papers, the Private Attorneys General Act Settlement Agreement and Limited Release ("Agreement"), the supporting

declarations, and the argument of counsel. Good cause appearing, the court orders and adjudges as follows:

1. The motion is GRANTED. The court approves the parties' Agreement as fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and maximize enforcement of state labor laws. All capitalized terms used in this order have the meanings given in the Agreement, which the court incorporates by reference.

2. The court has considered the notice of related case filed October 14, 2026, which identifies two pending actions captioned *Gilberto Vasquez v. Knighted Ventures, LLC* (Super. Ct. Santa Clara County, Nos. 26CV495258 and 26CV500860). Having heard the parties on the relationship between those actions and this one, the court finds that approval of this settlement remains fair, reasonable, and adequate. The release approved below extends only to the PAGA claims that arose during the PAGA Period and that were or could have been alleged based on the facts alleged in the Operative Complaint and the PAGA Notices.

3. The court finds that Plaintiffs satisfied the prerequisites of PAGA, including providing written notice of the alleged Labor Code violations to the California Labor and Workforce Development Agency ("LWDA") and to Defendant in conformity with Labor Code section 2699.3(a), and submitting the proposed settlement to the LWDA in conformity with Labor Code section 2699, subdivision (l)(2). The LWDA did not object to the settlement or seek to intervene.

4. The settlement resolves PAGA claims on behalf of the Aggrieved Employees, meaning all persons employed by Defendant as non-exempt employees in California at any time during the PAGA Period, from November 24, 2020 through February 15, 2026. Defendant's records identify approximately 5,829 Aggrieved Employees.

5. The court finds the Gross Settlement Amount of $1,600,000 fair, reasonable, and adequate, and approves the following payments from it:

a. Attorney fees to Plaintiffs' counsel in the amount of $533,333.33, which the court finds reasonable as a percentage of the common fund cross-checked against counsel's reported lodestar;

b. Litigation costs to Plaintiffs' counsel in the documented amount of $53,321.75;

c. Settlement-administration costs to Rust Consulting not to exceed $14,591;

d. An individual settlement payment of $10,000 to each Plaintiff, for a total of $20,000, as consideration for each Plaintiff's general release of individual claims; and

e. The remaining Net Settlement Amount of $978,753.92 as the PAGA Penalties, of which 75 percent ($734,065.44) shall be paid to the LWDA and 25 percent ($244,688.48) shall be distributed to the Aggrieved Employees as Individual PAGA Payments, calculated pro rata according to the number of pay periods each Aggrieved Employee worked during the PAGA Period.

6. The court appoints Rust Consulting as settlement administrator. The administrator shall check the Aggrieved Employees' addresses against the National Change of Address database before mailing and shall run a skip trace on any payment returned without a forwarding address. Individual PAGA Payments shall be characterized entirely as penalties and reported on an IRS Form 1099.

7. Individual Settlement Checks shall remain valid for 180 days after mailing. Any funds not cashed within that period shall be transmitted to the California State Controller's Unclaimed Property Fund in the name of each Aggrieved Employee whose check is voided.

8. The court approves, as to form and content, the notice letter to be mailed to the Aggrieved Employees with their Individual PAGA Payments, attached as Exhibit A to the Agreement. The Aggrieved Employees have no right to opt out of or object to the settlement.

9. Upon entry of this order and judgment and full funding of the Gross Settlement Amount, the State of California and the Aggrieved Employees shall be deemed to release the Released Parties from all PAGA claims that were or could have been alleged based on the facts alleged in the Operative Complaint and the PAGA Notices and that arose during the

PAGA Period. Plaintiffs further give a general release of their individual claims, including a waiver under Civil Code section 1542. The releases operate on the terms set forth in the Agreement.

10. Neither the Agreement nor this order and judgment is an admission of liability or wrongdoing by Defendant or any Released Party, and the court's approval is not a finding that any of Defendant's policies or practices were unlawful.

11. Within 10 days after entry, Plaintiffs' counsel shall submit a copy of this order and the judgment to the LWDA through the LWDA's online system, in conformity with Labor Code section 2699.

12. The court sets a compliance review hearing for June 30, 2027 at 2:30 p.m. in Department 19. No later than five court days before that hearing, the settlement administrator shall file a declaration confirming that distribution of the settlement funds is complete, including the payment to the LWDA and any transmission of unclaimed funds to the State Controller.

13. JUDGMENT is entered on the terms of the Agreement and this order. This judgment is a final disposition of the action in its entirety, with prejudice, and no request for dismissal is required. Without affecting the finality of the judgment, the court retains jurisdiction over the parties to enforce, administer, and interpret the Agreement pursuant to Code of Civil Procedure section 664.6.

IT IS SO ORDERED

Dated: October 28, 2026

HON. SHELLA DEEN
JUDGE OF THE SUPERIOR COURT