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Superior Court of California
County of Los Angeles
08/15/2025
David W. Slayton, Executive Officer / Clerk of Court
By: L. Garcia Deputy

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

ELIZABETH AMADOR, individually, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act ("PAGA");

Plaintiff,

v.

M S INTERNATIONAL, INC., an Indiana corporation, and DOES 1 through 100, inclusive;

Defendants.

Case No.: 22BBCV00450

Assigned for All Purposes to:
Honorable Frank M. Tavelman
Department A

~~[PROPOSED]~~ ORDER GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT

Reservation ID: 469980261528

Hearing Date: August 15, 2025
Hearing Time: 9:00 a.m.
Hearing Place: Department A

Complaint Filed: June 21, 2022
FAC Filed: November 22, 2024
Trial Date: None Set

This matter has come before the Honorable Frank M. Tavelman on Plaintiff Elizabeth Amador's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Labor Code § 2698, *et seq*.) Settlement Agreement. This Court reviewed the papers submitted by Plaintiff in support of approval of the Settlement Agreement ("Settlement Agreement," "Settlement," and "Agreement") pursuant to Labor Code section 2698, *et seq*. (Private Attorneys General Act of 2004 ("PAGA")). The Settlement Agreement is attached hereto as **Exhibit 1**. Based upon this review, the Court finds good cause to enter this Order.

FINDINGS:

Unless otherwise specified, defined terms in this Order have the same definition as the terms in the Settlement Agreement.

The Court has jurisdiction over the subject matter of this litigation brought by Plaintiff, individually and in her capacity as private attorney general proxies or agents of the State of California, against Defendant M S International, Inc. ("Defendant").

Pursuant to Labor Code section 2699.3, on March 30, 2022 and November 5, 2024, Plaintiff submitted written notices to the California Labor and Workforce Development Agency ("LWDA") and Defendant to notify them of the alleged Labor Code violations.

On June 21, 2022, Plaintiff filed this representative PAGA action against Defendant, individually and on behalf of California and all Settlement Group Members.

After engaging in discovery, investigations, and negotiations, on October 8, 2024, the Parties remotely attended mediation that resulted in the settlement of this matter.

The Parties expressly acknowledge that the Settlement Agreement is entered solely for the purpose of compromising the significantly disputed PAGA claim and that nothing contained therein is an admission of liability or wrongdoing by Defendant.

The Court finds that the Settlement Agreement was entered in good faith. The Court also finds that the Parties have satisfied the standards and applicable requirements for the approval of a settlement of the PAGA claim.

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Pursuant to Labor Code sections 2699(l)(2) and (l)(4), the Court finds the LWDA was given timely notice of the Agreement. On March 26, 2025, Plaintiff submitted a Notice of Settlement to the LWDA, attached to which was a copy of the Agreement.

Having reviewed the evidence and papers submitted and considered any argument of counsel, the Court grants the motion and approves the terms of the settlement as set forth in the Settlement under Labor Code section 2699(l)(2) as fair, adequate, and reasonable.

IT IS ORDERED THAT:

1. The "Settlement Group Members" are defined as all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period from March 30, 2021, through January 31, 2025 who have not signed general releases ("Settlement Group Members" and "Settlement Period").

2. ILYM Group, Inc. is appointed as the Settlement Administrator.

3. Defendant shall pay the Gross Settlement Amount of $420,000 in accordance with the Settlement Agreement.

4. The Court approves the: (a) Attorneys' Fees Award of up to $147,000 (35% of the Gross Settlement Amount) to Plaintiff's Counsel; (b) Litigation Costs Award of $24,905.30 to Plaintiff's Counsel; (c) Enhancement Payments of up to $10,000 to Plaintiff; and (d) Administration Costs of up to $10,000 to the Settlement Administrator, all payable from the Gross Settlement Amount. The Court finds the amounts requested are fair and reasonable.

5. After deducting the above-mentioned payments, the balance of the settlement amount will be $228,094.70 ("PAGA Penalties Fund"). Under the terms of the Settlement Agreement, seventy-five percent (75%) of the PAGA Penalties Fund ($171,071.03) will be paid to the LWDA ("LWDA Payment"), and the remaining twenty-five percent (25%) of the PAGA Penalties Fund ($57,023.67) will be paid to the Settlement Group Members ("Individual Settlement Awards") using the formula set forth in the Settlement Agreement.

6. The Court authorizes the Settlement Administrator to calculate and pay the Individual Settlement Awards in accordance with the terms set forth in the Settlement.

7. On the Effective Date, Defendant shall provide to the Settlement Administrator a list of Settlement Group Members that identifies each of their: (a) Social Security Numbers; (b) last known addresses; (c) telephone numbers; and (d) number of Pay Periods worked during the Settlement Period, using Defendant's human resources and/or payroll databases as they are maintained in the normal course of business.

8. Defendant shall deposit the Gross Settlement Amount into the qualified settlement fund created by the Settlement Administrator on the Effective Date or within five (5) business days after the Settlement Administrator provides Defendant with the Qualified Settlement Fund Banking Information, whichever is later.

9. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue the payments set forth herein to the appropriate entities or persons. The Settlement Administrator shall obtain approval from all counsel of the calculations before disbursing the payments.

10. Individual Settlement Award checks will remain negotiable for one hundred eighty (180) calendar days after the date of their issuance ("Check Stale Date"). Any Individual Settlement Award checks that are not cashed, deposited, or negotiated after the Check Stale Date will be void, and the amount of those checks will be directed to the California State Controller for deposit in the Unclaimed Property Fund in the name of the employee.

11. Any checks to the Settlement Group returned as undeliverable on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will attempt to determine the correct address using a skip trace or other reasonable method and will then perform a single remailing.

12. Any Settlement Group Member who cannot be located after the above procedures are followed will continue to be bound by the Agreement. The funds associated with such Settlement Group Member's Individual Settlement Award will be directed to the California State Controller for deposit in the Unclaimed Property Fund in their name.

13. The Court approves, as to form and content, the explanatory letter to be mailed to the Settlement Group Members attached as **Exhibit A** to the Agreement. Each Individual Settlement Award check will be accompanied by a copy of the explanatory letter to the Settlement Group Members.

14. The Released Parties include Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant ("Released Parties").

15. Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff, LWDA, and all Settlement Group Members are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and the Released Parties from all claims for PAGA penalties under 2698, *et seq*. that were alleged, or could have been alleged, based on the same or similar facts, allegations and/or claims stated in the operative complaint and PAGA Notice that occurred during the Settlement Period. These claims include Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 205.5, 210, 218.5, 221, 226(a), 226(c), 226.3, 226.7, 246, 432.5, 432.6, 510, 512(a), 551, 552, 558, 558.1, 1174(c), 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802 ("Enumerated Labor Code Sections"), as well as provisions of the IWC Wage Orders which address subjects and issues related to the Enumerated Labor Code Sections.

16. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Defendant and the Released Parties from all claims, transactions, or occurrences that occurred during the Settlement Period. Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Civil Code section 1542.

17. The Court sets a compliance hearing for May 1, 2026 at 9:00 a.m. in Department A. Within fourteen (14) calendar days before this hearing, Plaintiff shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify the total amount paid to Settlement Group Members and residual of the unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds in the Settlement Agreement.

18. Plaintiff's compliance with the notice procedures described in the Settlement Agreement shall constitute due and sufficient notice to the LWDA and shall be deemed to satisfy any requirement of due process. Nothing else shall be required of, or done by, the Parties, Plaintiff's Counsel, or Defendant's counsel to provide notice of the settlement.

19. Pursuant to Code of Civil Procedure section 664.6, the Court shall fully retain continuing jurisdiction over this matter and the Parties necessary to enforce and effectuate the terms and intent of the Agreement.

20. Nothing in this Order or Settlement Agreement shall be construed as evidence of an admission or concession by any of the Parties. This Order and Settlement Agreement only represent a compromise of significantly disputed allegations.

21. Plaintiff's Counsel will not seek or be entitled to any attorneys' fees and/or expenses related to the claims encompassed by the Agreement other than those set forth above.

22. Pursuant to Labor Code section 2699(l)(3) and (l)(4), within ten (10) calendar days of entry of this Order, Plaintiff shall provide a copy of this Order to the LWDA.

IT IS SO ORDERED.

Dated: ___________________

F.M. Tavel
HONORABLE FRANK A. TAVELMAN
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") is made and entered by and between Plaintiff Elizabeth Amador ("Plaintiff") and Defendant M S International, Inc. ("Defendant") to settle the action entitled *Amador v. M S International, Inc.* (Case No. 22BBCV00450) ("Lawsuit"). Plaintiff and Defendant are collectively referred to herein as the "Parties", and each may be individually referred to herein as a "Party".

RECITALS

This Agreement is made in consideration of the following facts:

A. Plaintiff is a former hourly-paid, non-exempt employee of Defendant.

B. Plaintiff contends that she suffered one or more violations of the Labor Code during their employment with Defendant and that she is an "aggrieved employee" under Private Attorneys General Act of 2004 ("PAGA").

C. On March 30, 2022, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions.

D. On June 21, 2022, Plaintiff filed a representative PAGA matter in the Superior Court of California, County of Los Angeles, that was predicated on the alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide paid sick leave; (3) failure to provide meal periods and rest breaks; (4) failure to provide one day's rest in seven; (5) requiring employees to sign arbitration agreements; (6) failure to timely pay wages during employment; (7) failure to timely pay wages upon termination; (8) failure to provide complete and accurate wage statements; (8) failure to keep accurate employee records; (9) failure to reimburse business expenses ("PAGA Claims").

E. After engaging in discovery, investigations, and negotiation, on October 8, 2024, the Parties remotely attended mediation with the mediator Jeff Ross, ultimately resulting in the Parties reaching a tentative settlement, subject to the Court's approval.

F. In line with the settlement, on November 5, 2024, Plaintiff provided an amended written notice to the LWDA and Defendant ("PAGA Notice"). Plaintiff then filed a First Amended Complaint adjusting the "aggrieved employees" definition and updating the factual allegations set forth in the amended written notice to the LWDA and Defendant.

G. Defendant denies all the allegations in the Lawsuit and any contention that it committed any misconduct, wrongdoing, or any other actionable conduct of any kind, including any violation of the Labor Code.

H. The Parties analyzed and investigated the facts and law relevant to the Lawsuit. Pursuant to discovery, Defendant produced documents and data, including, but not limited to, information pertaining to the employment policies, practices, and procedures implicated by the PAGA Claims. This included meal and rest breaks, overtime, timekeeping, and payroll policies, sampling of timekeeping and payroll records, wage statements, and summaries of data pertaining to the number of employees allegedly affected by the PAGA Claims. The Parties had ample opportunity to evaluate their positions on the merits of the claims asserted.

I. The Parties, Plaintiff's Counsel, and Defendant's counsel represent they are not aware of any other pending civil action asserting claims that will be extinguished or affected by the Settlement Agreement.

NOW, THEREFORE, in consideration of the promises and agreements contained herein and pursuant to Labor Code section 2699(l)(2), the Parties agree to seek approval of the following settlement terms.

SETTLEMENT TERMS

1. **Court Approval of the Agreement.** Plaintiff will prepare all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subd. (f)(2), including: (a) Proposed Order Granting Approval of PAGA Settlement ("Proposed Order"); (b) signed declaration from the Settlement Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of the list of Settlement Group Members; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Settlement Group Members or LWDA; and nature and extent of any financial relationship with Plaintiff, Plaintiff's Counsel, or Defendant's counsel; (c) signed declaration from Plaintiff's Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), operative complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (d) all facts relevant to any actual or potential conflict of interest with Settlement Group Members and/or Settlement Administrator. In their declarations, Plaintiff and Plaintiff's Counsel shall aver that they are not aware of any other pending civil action asserting claims that will be extinguished or adversely affected by the Settlement. Before filing any Proposed Order, Plaintiff shall provide Defendant to review for consistency with the MOU and this Agreement within ten (10) calendar days. Should a dispute arise as to the language of the Proposed Order, the Parties agree to defer filing the Proposed Order and submit the dispute to mediator for resolution.

2. **Delivery of Agreement to the LWDA.** As required by Labor Code section 2699(l)(2), Plaintiff will cause this Agreement to be submitted to the LWDA at the same time that this Agreement is submitted to the Court for approval. Plaintiff agrees that she will not amend her written notice to the LWDA or authorize any other person to amend her LWDA letter.

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3. **Effective Date.** This Agreement shall become fully effective the later of the following: (a) thirty (30) calendar days after entry of court approval; (b) if there is an objection, intervention, or other procedure that can give rise to an appeal, then the expiration of the time to appeal without a timely appeal filed; and (c) if there is a timely appeal, then the disposition of the appeal and any further appeal, affirming approval of the Settlement.

4. **No Admission of Liability.**

(a) The Parties acknowledge and agree that this Agreement is the result of a compromise and settlement of disputed claims in the Lawsuit. Defendant denies and continues to deny all of the allegations made by Plaintiff in the Lawsuit and denies and continue to deny that it is liable or owes any damages, penalties, or other compensation or remedies to anyone with respect to the PAGA Claims. Defendant denies any liability or wrongdoing of any kind in connection with Plaintiff's claims and contends that it complied in all respects with applicable state and federal laws and regulations. Defendant agreed to settle the Lawsuit on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of litigation.

(b) The Parties agree that this Agreement is a settlement document and shall be inadmissible for any purpose in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Agreement. The Parties agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

5. **Settlement Group and Settlement Period.**

(a) **Settlement Group and Settlement Group Members.** This Agreement shall cover all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Settlement Period who have not signed general releases ("Settlement Group" or "Settlement Group Members").

(b) **The Settlement Period.** This Agreement shall cover the period from March 30, 2021, through January 31, 2025 ("Settlement Period").

(i) There will be no right of Settlement Group Members to opt out of or object to the Settlement.

(ii) There will be no reversion to Defendant and no claims process for the Settlement Group Members to receive payment.

(iii) Defendant estimates there are about 1,035 Settlement Group Members that worked around 42,000 Pay Periods during the Settlement Period.

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6. **<u>Settlement Administration</u>.**

(a) The Parties will retain ILYM Group, Inc. to act as the Settlement Administrator with respect to this Agreement. As part of the administration of this settlement, the Settlement Administrator will maintain individualized letters to settlement members, copies of settlement checks and banking records proving checks were cashed, and other correspondence for one (1) year after final distribution of funds or benefits (to Settlement Group Members or the state Unclaimed Property Fund), or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. The Settlement Administrator agrees to provide Defendant, or its counsel, with copies of such documents within a reasonable time after request.

(b) The Settlement Administrator shall be responsible for establishing a qualified settlement fund pursuant to 26 U.S.C. section 486B, making all payments required by this Agreement, handling all required tax withholding and reporting related thereto to the extent necessary, and issuing all appropriate tax forms to Plaintiff, Plaintiff's Counsel, Settlement Group, and LWDA resulting from the settlement payments under this Agreement. The Settlement Administrator must timely provide Defendant with copies of claims administered in this case to WCC upon demand (*i.e.*, individualized notices, settlement checks, proof of payment such as cancelled checks, etc.).

(c) Any disputes concerning the settlement administration may be submitted to the mediator who facilitated the negotiations. If the Parties cannot resolve their dispute even with the mediator's assistance, the dispute may be submitted to and resolved by the Court.

7. **<u>Settlement Payments</u>.**

(a) **<u>Gross Settlement Amount</u>.** In consideration of, and subject to, the promises, terms, and conditions set forth in this Agreement, Defendant shall pay the maximum gross sum of $420,000 ("Gross Settlement Amount"), in the manner and method set forth in this Agreement. Nothing in this Agreement, aside from the conditions set forth in Section 29 herein, shall require Defendant to pay, or make Defendant liable for, more than the Gross Settlement Amount to fully, finally, and completely settle the Lawsuit and all claims alleged therein.

(b) **<u>Allocation of Gross Settlement Amount</u>.** The Gross Settlement Amount shall consist of the following proposed payments: (i) attorneys' fees to Plaintiff's Counsel ("Attorneys' Fees Award"); (ii) litigation costs and expenses to Plaintiff's Counsel ("Litigation Costs Award"); (iii) enhancement payment to Plaintiff ("Enhancement Payment"); (iv) settlement administration costs to the Settlement Administrator ("Administration Costs"); and (v) civil penalties to the LWDA and Settlement Group ("PAGA Penalties Fund").

(i) **<u>Attorneys' Fees Award</u>.**

(A) Plaintiff's Counsel may submit an application to the Court for an award of attorneys' fees not to exceed $147,000 (35% of the Gross Settlement Amount). Defendant will not oppose or object to this application. Defendant shall have no liability for attorneys' fees except as provided for in this Agreement.

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(B) Any Attorneys' Fees Award approved by the Court will be paid out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of all claims Plaintiff may have for attorneys' fees arising out of the Lawsuit through the Effective Date of this Agreement, including work not yet performed.

(C) This Agreement is not contingent upon the Court approving an Attorneys' Fees Award in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve an Attorneys' Fees Award that is less than the amount set forth herein. The Court's refusal to approve the Attorneys' Fees Award requested by Plaintiff's Counsel does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Attorneys' Fees Award set forth herein is not approved by the Court, only the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendant's obligations with respect to the Attorneys' Fees Award. Any difference between the amount of Attorneys' Fees Award set forth herein and the amount of the Attorneys' Fees Award approved by the Court will become part of the PAGA Penalties Fund.

(ii) **Litigation Costs Award.**

(A) Plaintiff's Counsel may submit an application to the Court for an award for reimbursement of litigation costs and expenses incurred by Plaintiff's Counsel in connection with the Lawsuit not to exceed $25,000 ("Litigation Costs Award"). Defendant will not oppose or object to this application. Defendant shall have no liability for attorneys' costs except as provided for in this Agreement.

(B) Any Litigation Costs Award approved by the Court will be paid out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of all claims Plaintiff may have for litigation costs and expenses arising out of the Lawsuit through the Effective Date of this Agreement, including litigation costs and expenses not yet incurred.

(C) This Agreement is not contingent upon the Court approving a Litigation Costs Award in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve a Litigation Costs Award that is less than the amount set forth herein. The Court's refusal to approve the Litigation Costs Award requested by Plaintiff's Counsel does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Litigation Costs Award set forth herein is not approved by the Court, only the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendant's obligations with respect to the Litigation Costs Award. Any difference between the amount of Litigation Costs Award set forth herein and the amount of Litigation Costs Award approved by the Court will become part of the PAGA Penalties Fund.

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(iii) **Enhancement Payment.**

(A) Plaintiff may submit an application to the Court for an award of a payment in an amount not to exceed $10,000 to Plaintiff: (1) as an enhancement for the time and effort and for the risk undertaken in bringing and prosecuting the Lawsuit; and (2) for her general release (including release of all Labor Code or other employment-related claims for damages, penalties or other renumeration) and non-disparagement agreement). Defendant shall not oppose any requests by Plaintiff for the Enhancement Payment.

(B) This Agreement is not contingent upon the Court approving the Enhancement Payment in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Enhancement Payment in an amount less than the amount set forth herein. The Court's refusal to approve the Enhancement Payment requested by Plaintiff's Counsel does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(C) If any portion of the Enhancement Payment set forth herein is not approved by the Court, no more than the approved amount shall be paid to Plaintiff from the Gross Settlement Amount. Any difference between the amount of Enhancement Payment set forth herein and the amount of Enhancement Payment approved by the Court will become part of the PAGA Penalties Fund.

(iv) **Administration Costs.**

(A) Subject to approval by the Court, an amount currently estimated at $10,000 will be paid to the Settlement Administrator out of the Gross Settlement Amount to cover the costs of the settlement administration process ("Administration Costs").

(B) Any Administration Costs approved by the Court will be paid out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of any settlement administration costs.

(C) This Agreement is not contingent upon the Court approving Administration Costs in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve Administration Costs in an amount that is less than the amount set forth herein. The Court's refusal to approve the Administration Costs requested does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Administration Costs set forth herein is not approved by the Court, no more than the approved amount shall be paid to the Settlement Administrator out of the Gross Settlement Amount. Any difference between the amount of Administration Costs set forth herein and the amount of Administration Costs approved by the Court will become part of the PAGA Penalties Fund.

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(v) **PAGA Penalties Fund.** The portion of the Gross Settlement Amount remaining after the Attorneys' Fees Award, Litigation Costs Award, Enhancement Payment, and Administration Costs are paid shall be designated the PAGA Penalties Fund from which payments deemed to constitute a full and complete satisfaction of any and all claims in the Lawsuit for civil penalties under PAGA shall be made. Subject to approval by the Court, the PAGA Penalties Fund shall be allocated and paid as follows:

(A) **The LWDA Payment.** Seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the LWDA for enforcement of labor laws, including the administration of PAGA and for education of employers and employees about their rights and responsibilities under the Labor Code.

(B) **Individual Settlement Awards.** Twenty-five percent (25%) of the PAGA Penalties Fund shall be designated as the Net Settlement Amount and will be paid to the Settlement Group on a pro rata basis. Each Settlement Group Member will receive a pro-rated share of the Net Settlement Amount based on the total number of Pay Periods the Settlement Group Member worked as an hourly-paid or non-exempt employee for Defendant within the State of California during the Settlement Period.

(C) The maximum amount that each Settlement Group Member is entitled to receive ("Individual Settlement Award") is determined by multiplying the Net Settlement Amount by a ratio that is determined by dividing the total number of Pay Periods worked by the Settlement Group Member for Defendant within the State of California during the Settlement Period by the total number of Pay Periods worked by all Settlement Group Members for Defendant within the State of California during the Settlement Period, as expressed in the following formula:

(1) Individual Settlement Award = Net Settlement Amount x (total number of Pay Periods worked by the Settlement Group Member ÷ total number of Pay Periods worked by all Settlement Group Members).

(2) If the total value of payments to Settlement Group Members exceeds this amount, then payments to each Settlement Group Member will be adjusted on a pro-rata basis so that the total payout to Settlement Group Members does not exceed the Net Settlement Amount.

(c) **No Effect on Employee Benefits.** The payments made to Settlement Group Members herein shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Group Members may be eligible, including, but not limited to, any profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or other benefit plans available to the Settlement Group.

(i) **Payments to Plaintiff's Counsel.** The Settlement Administrator shall issue an IRS Form 1099 to Justice Law Corporation in connection with its Attorneys' Fees Award and Litigation Costs Award.

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(ii) **Payments to the LWDA.** The seventy-five percent (75%) of the PAGA Penalties Fund payable to the LWDA shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income.

(iii) **Payments to the Settlement Group.** An IRS Form 1099 will be issued to each Settlement Group Member in connection with his or her Individual Settlement Award if it is $600 or more.

(d) **Tax Indemnification.** Plaintiff, Plaintiff's Counsel, Settlement Group, and applicable governmental authorities (including the LWDA) are solely responsible for all tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of this Agreement and the payment of the amounts set forth herein. Neither Defendant nor Defendant's counsel make any express or implied promise, representation, or warranty regarding the tax consequences or tax treatment under federal or state tax laws for any sum paid pursuant to this Agreement.

8. **Distribution of Settlement Payments.**

(a) **List of Settlement Group Members**. On the Effective Date, Defendant shall provide to the Settlement Administrator a list of Settlement Group Members that identifies each of their: (i) Social Security Numbers; (ii) last known addresses; (iii) telephone numbers; and (iv) number of Pay Periods worked during the Settlement Period, using Defendant's human resources and/or payroll databases as they are maintained in the normal course of business. Defendant agrees to consult with the Settlement Administrator as required to provide the list in a format reasonably acceptable for the performance of the duties of the Settlement Administrator. The Settlement Administrator will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information and return or certify the destruction of the information upon completion of the Settlement Administration process. At no time during the settlement process will any Settlement Group Members' address, telephone number or Social Security Number be filed with the Court, except under seal as may be ordered by the Court. The Settlement Administrator shall ensure that all communications to Settlement Group Members shall not include Social Security Numbers, except for the last four digits.

(b) **Funding of the Gross Settlement Amount.** Five (5) business days prior to the Effective Date, the Settlement Administrator shall provide all of the following to Defendant: (i) the name of the qualified settlement fund; (ii) a fully completed IRS Form W-9 on behalf of the qualified settlement fund; (iii) the name, routing and account number of qualified settlement fund (collectively the "QSF Banking Information"). At the same time, the Settlement Administrator shall confirm the QSF Banking Information via phone call to Defense counsel's mobile device. Defendant shall deposit the Gross Settlement Amount into the qualified settlement fund created by the Settlement Administrator on the Effective Date or within five (5) business days after the Settlement Administrator provides Defendant with the QSF Banking Information, whichever is later.

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(c) **Timing of Payment by Settlement Administrator.** Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue the payments set forth herein to the appropriate entities or persons. The Settlement Administrator shall obtain approval from all counsel of the calculations before disbursing the payments.

(d) **Payment of Individual Settlement Awards.**

(i) Individual Settlement Awards will be paid in the form of a check delivered to each Settlement Group Member at the last known address. Each Individual Settlement Award will be accompanied by an explanatory letter substantially in the form attached hereto as **Exhibit A**.

(ii) Individual Settlement Award checks will remain negotiable for one hundred eighty (180) calendar days after the date of their issuance ("Check Stale Date"). Any Individual Settlement Award checks that are not cashed, deposited, or negotiated after the Check Stale Date will be void, and the amount of those checks will be directed to the California State Controller for deposit in the Unclaimed Property Fund in the name of the employee.

(iii) Any checks to the Settlement Group returned as undeliverable on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will attempt to determine the correct address using a skip trace or other reasonable method and will then perform a single remailing.

(iv) Any Settlement Group Member who cannot be located after the above procedures are followed will continue to be bound by this Agreement. The funds associated with such Settlement Group Member's Individual Settlement Award will be directed to the California State Controller for deposit in the Unclaimed Property Fund in their name.

9. **Releases.**

(a) **Released Parties.** The Released Parties include Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

(b) **Release of PAGA Claims and Non-Disparagement.** Effective on the date when Defendant fully funds the Gross Settlement Amount, the Plaintiff, LWDA, and all Settlement Group Members are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and the Released Parties from all claims for PAGA penalties under 2698, *et seq*. that were alleged, or could have been alleged, based on the same or similar facts, allegations and/or claims stated in the operative complaint and PAGA Notice that occurred during the Settlement Period. These claims include Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 205.5, 210, 218.5, 221, 226(a), 226(c), 226.3, 226.7, 246, 432.5, 432.6, 510, 512(a),

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551, 552, 558, 558.1, 1174(c), 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802 ("Enumerated Labor Code Sections"), as well as provisions of the IWC Wage Orders which address subjects and issues related to the Enumerated Labor Code Sections.

(c) Plaintiff's General Release and Waiver of Rights Under Civil Code Section 1542. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Defendant and the Released Parties from all claims, transactions, or occurrences that occurred during the Settlement Period, including, but not limited to: (i) all claims that were, or could have been, alleged based on the facts contained in the operative complaint; and (ii) all PAGA claims that were, or could have been, alleged based on facts contained in the PAGA Notice. Plaintiff's General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Settlement Period. Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law Plaintiff now knows or believes to be true. But Plaintiff agrees that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.

For purposes of this general release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Civil Code section 1542, which provides:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.**

Plaintiff agrees not to make any written or oral statements that disparages Defendant and the Released Parties or that has the intended or reasonably foreseeable consequence of harming Defendant and the Released Parties' business reputation or goodwill, or personal or professional reputation. Notwithstanding the above, nothing in this paragraph prohibits Plaintiff from making truthful statements in response to legal process or when required by applicable law or other authority.

10. **Confidentiality.** Except as provided below to the extent necessary to effectuate the settlement or as required by court or legal process, the Parties and their counsel will keep confidential the facts relating to the existence of this Agreement, negotiations leading to the execution of this Agreement, terms of this Agreement, and alleged factual basis for Plaintiff's claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiff's Counsel may reference the Action only by name and case number in a declaration establishing adequacy as class or representative counsel.

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11. **Waiver of Appeal Rights.** By accepting this Settlement, and upon the Court granting approval of the settlement, Plaintiff and Plaintiff's Counsel waive any and all rights they may have to appeal any judgment, ruling, or order made by the Court including any order granting approval of this Settlement or dismissing the Lawsuit with prejudice. This includes all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, a motion for relief, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the approval, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the approval becomes final.

12. **Acknowledgement of Fair and Reasonable Settlement.** The Parties have arrived at this Agreement after arm's-length negotiations between experienced counsel. Each of the Parties acknowledges, agrees, and believes this Agreement is a fair, adequate, and reasonable settlement of the Lawsuit. The Parties acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. Each Party to this Agreement agrees and represents that it has investigated the facts relevant to this Agreement and all matters pertaining thereto to the full extent that each Party deems necessary. The Parties agree that this Agreement reflects their good faith compromise of the claims raised in the Lawsuit based on their assessment of the mutual risks and costs of further litigation and the assessments of their counsel.

13. **Duty to Cooperate.** Each Party agrees that it will abide by this Agreement and that the Parties and their counsel will cooperate with each other to effect the implementation of this Agreement. The Parties pledge that their good faith and fair dealing in supporting the approval of this Agreement by the Court. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the mediator who facilitated the negotiations. If the Parties cannot resolve their dispute with the assistance of the mediator, the Parties may seek the assistance of the Court.

14. **Governing Law and Interpretation.** This Agreement shall be governed in accordance with the laws of the State of California. The Agreement shall be interpreted in accordance with the plain meaning of its terms and shall not be strictly interpreted for or against any of the Parties to this Agreement. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, the Parties expressly waive the benefit of any legal principle or rule providing that in cases of uncertainty the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

15. **Defendant's Option to Revoke.** If the settlement, or any terms therein, is modified, vacated, altered, or becomes otherwise subject to challenge by law, including, but not limited to, any law that became effective after the execution of this Agreement, so that this Agreement is not approved by the Court in its entirety and the intent of the Parties cannot be accomplished after jointly taken efforts to enforce it have been exhausted, Defendant shall have the option to revoke this Agreement at its sole discretion.

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16. **Discovery of Documents and Information.** Plaintiff and Plaintiffs' Counsel agree that they will destroy all documents and information provided to them by Defendant during this Lawsuit within sixty (60) calendar days after the completion of the administration of the Settlement. Plaintiffs' Counsel agree that none of the documents and information provided to them by Defendants shall be used for any purpose other than Settlement of the Lawsuit.

17. **Authority to Enter the Agreement.** Each Party represents and warrants it has the right and authority to execute this Agreement. It is agreed that the Settlement Group Members are so numerous that it is impossible or impractical to have each member execute this Agreement. It is agreed that this Agreement may be executed on behalf of the Settlement Group Members by Plaintiff and Plaintiff's Counsel.

18. **Authorization of Counsel.** The Parties' counsel warrant and represent that they are authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate its terms.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile transmission or scanned e-mail transmission have the same force, validity, and effect as original signatures.

20. **Severability.** If any clause or provision of this Agreement is declared illegal or unenforceable, it shall be modified as minimally as necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

21. **Nullification of Agreement.** If the Court fails to grant approval, the Parties shall be returned to their original positions as though this Agreement had never been entered into at all, with the exception that if any settlement administration costs are due and payable, the Parties agree to split those costs.

22. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the Parties and their agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

23. **Continuing Jurisdiction of the Court.** Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over the Lawsuit and Parties to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement and to permanently enjoin and forever bar Plaintiff's Counsel or the Settlement Group Members from instituting or prosecuting any claims against Defendant as described in the "Release of PAGA Claims," which were resolved as part of the Settlement.

24. **Ownership of Claims.** The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

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25. **<u>Admissibility of Agreement</u>.** The Parties agree that this Agreement is admissible for the purposes of proving up and or enforcing the terms of the Agreement, as set forth herein, pursuant to Evidence Code section 1123.

26. **<u>Amendment and Modification</u>.** This Agreement may not be modified, altered, or changed, except by a written instrument signed by either the Parties or their successors-in-interest or counsel for all Parties.

27. **<u>No Representations</u>.** The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Settlement Agreement.

28. **<u>Attorneys' Fees</u>.** Except as set forth in this Agreement, each side shall bear its own costs and attorneys' fees.

29. **<u>Escalator Clause</u>.** If it is determined the number of Pay Periods within the Settlement Period exceeds ten percent (10%) or more of 42,000 (*i.e.*, more than 46,200 pay periods), then the Gross Settlement Amount shall increase proportionally for every percent higher than 10% (*i.e.*, if the total is 11% greater than 42,000, the Gross Settlement Amount will be increased by 1%). Pay Period means full pay periods during which the Settlement Group Members worked (this excludes periods of leaves of absence or other non-working time).

30. **<u>Dismissal</u>.** Upon the Court's approval of this Agreement and payment of all sums required by this Agreement, Plaintiff shall file a request for dismissal of the Lawsuit in its entirety as to Defendant with prejudice. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to enforce the terms of this Agreement and to permanently enjoin and forever bar Plaintiff's Counsel or the Settlement Group Members from instituting or prosecuting any claims against Defendant as described in the "Release of PAGA Claims," which were resolved as part of the Settlement.

* * *

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IN WITNESS WHEREOF, the Parties knowingly and voluntarily accept the terms of this Settlement Agreement and Release by affixing their signatures below.

Dated: 01/07/2025

Elizabeth Amador

By: *Elizabeth P. Amador*

Dated: 01/08/2025

Justice Law Corporation [Approving as to Form Only]

By: ______________________

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Shelby Miner, Esq.
Attorneys for Plaintiff

Dated: 1/[illegible]/2025

M S International, Inc.

By: ______________________

On behalf of M S International, Inc.

Dated: January 6, 2025

Young-Agriesti & Thomas, LLP [Approving as to Form Only]

By: ______________________

Summer Young-Agriesti, Esq.
Ana Thomas, Esq.
Attorneys for Defendant

EXHIBIT A

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Amador v. M S International, Inc.
Superior Court of California, County of Los Angeles
Case No. 22BBCV00450

Dear [Settlement Group Member's Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Superior Court of California, County of Los Angeles, entitled *Amador v. M S International, Inc.*, Case Number 22BBCV00450 ("Lawsuit"). The purpose of this letter is to provide you with basic information about the Lawsuit, the reasons why you are receiving the enclosed settlement check, and the effect of the settlement on your legal rights.

I. The Lawsuit

Pursuant to Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")), on June 21, 2022, Plaintiff Elizabeth Amador ("Plaintiff"), a former employee of Defendant M S International, Inc. ("Defendant"), commenced this Lawsuit by filing a complaint in the Superior Court of California, County of Los Angeles, on behalf of the State of California and all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period from March 30, 2021, through January 31, 2025 who have not signed general releases ("Settlement Group," "Settlement Group Members," and "Settlement Period").

In the Lawsuit, Plaintiff claimed Defendant owed civil penalties under PAGA to Plaintiff and the Settlement Group Members for alleged violations of the Labor Code. Defendant strongly denies that it violated the Labor Code, denies the allegations in the operative complaint, and denies all liability under PAGA to Plaintiff, Settlement Group Members, and State of California.

The merits of the Lawsuit have not been determined and there has been no finding or conclusion that Defendant's policies are non-compliant. However, on __________, the Superior Court of California, County of Los Angeles, approved a settlement of the Lawsuit that Defendant entered to avoid the costs and disruption of litigation.

II. Why This Settlement Check Is Being Sent to You

The settlement approved by the Superior Court of California, County of Los Angeles, involves a payment of civil penalties. In accordance with PAGA, seventy-five percent (75%) of the civil penalties paid under the settlement goes to the California Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%) of the civil penalties paid under the settlement will be distributed to all Settlement Group Members. The enclosed settlement check is being sent to you because you have been identified as a Settlement Group Member.

EXHIBIT A

III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated based on the number of full and complete pay periods you worked for Defendant during the Settlement Period relative to all other Settlement Group Members. This would not include non-working time, such as leaves of absence.

Your settlement check will remain negotiable for one hundred eighty (180) calendar days after its mailing. If your settlement check is not cashed, deposited, or negotiated within this timeframe, it will be voided and transmitted to the California State Controller for deposit in the Unclaimed Property Fund in your name.

IV. Consequences of the Settlement

The Lawsuit was filed exclusively as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

As a result of this settlement, Plaintiff, LWDA, and you are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant (“Released Parties”) from all claims for PAGA penalties under 2698, *et seq*. that were alleged, or could have been alleged, based on the same or similar facts, allegations and/or claims stated in the operative complaint and PAGA Notice that occurred during the Settlement Period. These claims include Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 205.5, 210, 218.5, 221, 226(a), 226(c), 226.3, 226.7, 246, 432.5, 432.6, 510, 512(a), 551, 552, 558, 558.1, 1174(c), 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802 (“Enumerated Labor Code Sections”), as well as provisions of the IWC Wage Orders which address subjects and issues related to the Enumerated Labor Code Sections (“Released Claims”).

V. Taxation of Your Individual Settlement Award

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed check if your Individual Settlement Award is $600 or more. However, you are solely responsible for all tax obligations attributable to you that may arise as a result of receiving the settlement check. If you have any tax-related questions regarding your receipt of the enclosed check, you should direct them your own tax advisor.

VI. Where to Get More Information

Do not call or contact the Superior Court of California, County of Los Angeles, about this letter, settlement, settlement check sent to you, or Lawsuit in general. If you have questions about this letter, settlement, settlement check sent to you, or Lawsuit in general, you may contact the Settlement Administrator _____________ at _____________.

Dated: INSERT DATE

PROOF OF SERVICE
1013A(3) CCP

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 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is shanneyan@justicelawcorp.com

On September 2, 2025, I served the foregoing document described as

ORDER GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT

for the following case: **Elizabeth Amador v. M S International, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-876248-22**
Case No.: 22BBCV00450
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[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 September 2, 2025, at Pasadena, California.

Shushi
Sophia Hanneyan