

PLAINTIFF/PETITIONER: Jaime Ceja
 DEFENDANT/RESPONDENT: StoragePro, Inc., et al.

CASE NUMBER:
 C22-01569 / Dept. 39

**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: April 11, 2025

Danielle Cowan

(TYPE OR PRINT NAME OF DECLARANT)

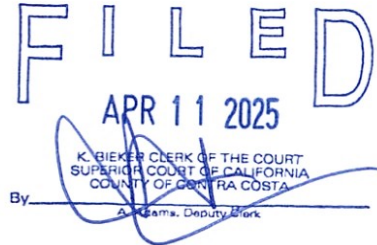


(SIGNATURE OF DECLARANT)

EXHIBIT A

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Arman Marukyan (SBN 327154)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff



**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

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

Plaintiff,

vs.

STORAGEPRO, INC., an unknown business
entity; STORAGEPRO MANAGEMENT, INC., a
California corporation; and DOES 1 through 100,
inclusive,

Defendants .

Case No.: C22-01569

Honorable Edward G. Weil
Department 39

**[REVISED 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 FEE, AND
SETTLEMENT ADMINISTRATION COSTS**

Date: March 27, 2025
Time: 9:00 a.m.
Department: 39

Complaint Filed: August 1, 2022
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 AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

1 This matter has come before the Honorable Edward G. Weil in Department 39 of the Superior
2 Court of the State of California, for the County of Contra Costa, on March 27, 2025 at 9:00 a.m., on
3 Plaintiff Jaime Ceja's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor
4 Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release
5 Fee, and Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers for Justice, PC
6 appeared for Plaintiff and Jackson Lewis P.C., appeared for Defendant StoragePRO Management, Inc.,
7 formerly known as StoragePRO, Inc. ("Defendant").

8 On or around October 21, 2024, Plaintiff and Defendant (together, the "Parties") executed the
9 Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement,"
10 or "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel Arman Marukyan and Plaintiff Jaime Ceja, (3) the Supplemental
13 Declaration of Plaintiff's Counsel Arman Marukyan, and (4) the Settlement Agreement.

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

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

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

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

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

4 6. The Settlement pertains to the following aggrieved employees:

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

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

9 8. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
10 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,
11 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
12 Amount shall be the Total Settlement Amount (\$191,500.00) less the approved Attorneys' Fees and Costs
13 to Lawyers for Justice, PC ("Plaintiff's Counsel"), General Release Fee to Plaintiff, and Settlement
14 Administration Costs to ILYM Group, Inc. (the "PAGA Settlement Administrator"). Seventy-five percent
15 (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and twenty-
16 five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
17 ("Employees' Portion") in accordance with this Order and Judgment and the Settlement Agreement.

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

22 10. The Court approves the payment of \$72,770.00 to Plaintiff's Counsel for attorneys' fees.
23 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with
24 this Order and Judgment and the Settlement Agreement.

25 11. The Court approves the payment of \$9,779.19 to Plaintiff's Counsel for reimbursement of
26 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
27 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
28 Agreement.

///

1 12. The Court approves payment in the amount of \$5,000.00 to Plaintiff Jaime Ceja for his
2 General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed
3 in accordance with this Order and Judgment and the Settlement Agreement.

4 13. The Court approves payment up to the amount of \$6,000.00 to ILYM Group, Inc. for the
5 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall
6 be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

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

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

17 17. No later than fourteen (14) calendar days of the date of this Order and Judgment, Defendant
18 shall deposit \$191,500.00 into a qualified settlement account established, by the PAGA Settlement
19 Administrator for administration of the Settlement in accordance with this Order and Judgment and the
20 Settlement Agreement.

21 18. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List,
22 and Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall
23 distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all
24 Aggrieved Employees (together, the "PAGA Settlement Package(s)"), the General Release Fee to
25 Plaintiff, the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have
26 been mailed to all Aggrieved Employees, the Attorneys' Fees and Costs to Plaintiff's Counsel¹, unless
27

28 ¹ Five percent (5%) of the Attorneys' Fees to Plaintiff's Counsel (*i.e.*, the amount of \$3,638.50) shall be withheld by the Administrator pending the Final Accounting and Compliance Hearing.

1 instructed otherwise by Plaintiff's Counsel, as provided for by this Order and Judgment and the Settlement
2 Agreement.

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

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

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

19 22. "Released Claims" means any and all claims, arising during the PAGA Period, for civil
20 penalties under California Labor Code section 2698, et seq. ("PAGA") as well as any interest, fees, and
21 costs available under PAGA, based on the factual allegations in the Operative Complaint, including but
22 not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal
23 periods and associated premiums, failure to provide compliant rest periods and associated premiums,
24 failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to
25 provide compliant and accurate wage statements, failure to maintain complete and accurate payroll
26 records, and failure to reimburse necessary business-related expenses and costs, in violation of California
27 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,
28

1 1197.1, 1198, 2800, 2810.5, and 2802 and Industrial Welfare Commission Wage Orders, including inter
2 alia, Wage Orders 4-2001, 5-2001, and 9-2001.

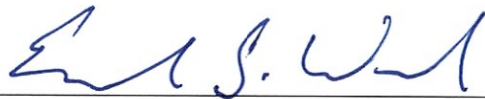
3 23. "PAGA Period" means the period from May 28, 2021 through August 27, 2023.

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

8 25. A Final Accounting and Compliance Hearing is scheduled for August 28, 2025, at 9:00
9 a.m. in Department 39 of the above-captioned Court. One (1) week before the Final Accounting and
10 Compliance Hearing, Plaintiff's Counsel shall file a compliance statement.

11
12 Date:

4/10/25



Honorable Edward G. Weil
Judge of the Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from [Insert Action], [Insert County] Superior Court Case No. [Insert Case No.]

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 *Jaime Ceja v. StoragePro, Inc., et al.*, Contra Costa Superior Court Case No. C22-01569 ("Action").

The lawsuit was filed on August 1, 2022 by Jaime Ceja ("Plaintiff") against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, 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. Prior to filing the lawsuit, on May 19, 2022, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("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, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2810.5, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-884669-22 (the "PAGA Notice").

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

A settlement was reached between Plaintiff and Defendant StoragePRO Management, Inc., formerly known as StoragePRO, Inc. ("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 period May 28, 2021 through August 27, 2023 ("Aggrieved Employees"). The period May 28, 2021 through August 27, 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, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, executive employees, 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 Operative Complaint, 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, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2810.5, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 9-2001.

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 the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

EXHIBIT A – COVER LETTER

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 April 11, 2025, 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:

Gabriel N. Rubin (Gabriel.Rubin@jacksonlewis.com)
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, California 94111-4615
Telephone: (415) 394-9400
Facsimile: (415) 394-9401

Additional Email: Laurretta Adams (Laurretta.Adams@jacksonlewis.com)
Paul Rossman (Paul.Rossman@jacksonlewis.com)

Attorneys for Defendant StoragePro, Inc., et al.

[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 April 11, 2025, at Glendale, California.



Danielle Cowan