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14 Attorneys for Plaintiff ERIKA E. AHRENS,
15 on behalf of herself and current and former aggrieved employees

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF RIVERSIDE**

14 ERIKA E. AHRENS, on behalf of herself and
15 current and former aggrieved employees

16 Plaintiff,

17 vs.

18 AMERIT CONSULTING, INC.; and DOES 1 to
19 100, inclusive,

20 Defendants.

Case No.: CVPS2502076

PAGA ACTION

[Assigned for All Purposes to the Hon. Arthur Hester III; Dept. PS1]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF A PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND JUDGMENT
THEREON**

[Filed concurrently with the Plaintiff's Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement; Declaration of Erika E. Ahrens; and the [Proposed] Order and Judgment]

Hearing Information:

Date: July 2, 2026

Time: 08:30 a.m.

Dept.: PS1

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2 The Court, having reviewed and considered Plaintiff ERIKA A. AHRENS (“Plaintiff”)
3 Motion for Approval of the Private Attorneys General Act (“PAGA”) Settlement and all documents
4 submitted in support of the motion, **HEREBY ORDERS AND ENTERS JUDGMENT AS**
5 **FOLLOWS:**

6 1. The Court hereby grants Plaintiffs’ Motion for Approval of PAGA Settlement. For
7 purposes of this Final Order and Judgment (“Order”), the Court adopts all defined terms as used in
8 the Settlement Agreement. A copy of the Settlement Agreement is attached as **Exhibit 1** to the
9 Declaration of Paolo Policastro in Support of Plaintiffs’ Motion for Approval of PAGA Settlement
10 and is made part of this Order.

11 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the Aggrieved
12 Employees, and Defendant. The Aggrieved Employees consist of all current and former hourly non-
13 exempt employees who worked in California for Defendant at any time from January 15, 2024, to May
14 18, 2026. (“PAGA Period”).

15 3. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code
16 section 2699, *et seq.*, the Court approves the Settlement and finds that it is fair and reasonable and provides
17 genuine and meaningful relief consistent with the underlying purpose of PAGA to benefit the public.

18 4. The Court finds that notice of the Settlement was provided to the Labor and Workforce
19 Development Agency (“LWDA”), as required by Labor Code § 2699(s)(2).

20 5. The Court approves the terms set forth in the Settlement Agreement and finds that the
21 Settlement Agreement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
22 effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement
23 Agreement has been reached as a result of informed and non-collusive arm’s-length negotiations.
24 The Court further finds that the Parties were able to reasonably evaluate their respective positions.
25 The Court also finds that settlement now will avoid additional and potentially substantial litigation
26 costs, as well as delay and risks if the Parties were to continue to litigate the case.

27 6. The Settlement Agreement is not an admission by Defendant or by any other of the
28 Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing

1 by any Defendant or any other Released Parties. Neither this Order, the Settlement Agreement, nor
2 any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
3 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
4 liability whatsoever by or against Defendant or any of the other Released Parties.

5 7. The entire Net Settlement Amount (the remainder of the Settlement Amount after
6 deducting Plaintiff's counsel's fees (\$57,750.00) and costs (\$11,716.36), the costs of administration
7 (\$6,390.00), and Enhancement Payment to Plaintiff (\$10,000.00) from the \$175,000.00 Settlement
8 Sum) shall be allocated for payment of civil penalties and shall be distributed 65% (\$57,943.36) to
9 the LWDA and 35% (\$31,200.27) to the Aggrieved Employees.

10 8. The 35% Aggrieved Employees PAGA Penalties shall be distributed to Aggrieved
11 Employees pro rata based on the number of pay periods worked by each Aggrieved Employee for
12 Defendant during the PAGA Period, according to the terms of the Settlement Agreement. "Aggrieved
13 Employee" means a person employed by Defendant in California and classified as an hourly, non-
14 exempt employee who worked for Defendant during the PAGA Period.. "PAGA Period" means the
15 period from January 15, 2024, through May 18, 2026.

16 9. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees,
17 or for any other charge, expense, or liability except as provided for in the Settlement Agreement.

18 10. To the extent that there is any remainder in the Net Settlement Amount, such remainder
19 shall be distributed to Aggrieved Employees pro rata based on the number of pay periods worked by
20 each Aggrieved Employee for Defendant during the PAGA Period.

21 11. The Settlement Administrator shall distribute funds pursuant to the procedure
22 described in the Settlement Agreement.

23 12. The Court hereby confirms Lavi & Ebrahimian, LLP as PAGA Counsel.

24 13. The Court hereby confirms Apex Class Action, LLC as the Settlement Administrator
25 and confirms that costs in the amount of \$6,390.00 for the administration of the settlement are
26 reasonable.

27 14. The Court hereby awards to PAGA Counsel attorneys' fees in the amount of One-
28 Third (33.33%) of the Settlement Amount, which is estimated as \$57,750.00 in attorneys' fees and

1 \$\$11,716.36 in attorneys' costs. The payment of fees and costs to PAGA Counsel shall be made in
2 accordance with the terms of the Settlement.

3 15. No later than thirty (30) calendar days after the Effective Date (as defined in the
4 Settlement Agreement), Defendant shall fully fund the Gross Settlement Amount by transmitting the
5 funds to the Settlement Administrator.

6 16. Within 14 days after the funding of the Gross Settlement Amount, the Settlement
7 Administrator will mail checks for all Individual PAGA Payments to Aggrieved Employees, pay itself
8 any approved Settlement Administration's Expenses, distribute payment of any approved Attorneys'
9 Fees And Costs, pay to Plaintiff any approved PAGA Representative Service Payment, and then,
10 distribute the LWDA Payment to the LWDA.

11 17. All settlement checks will remain valid for 180 days. Those funds represented by un-
12 cashed checks which remain outstanding 180 days after mailing of the Settlement checks by the
13 Settlement Administrator will be voided. The Administrator will cancel all the checks not cashed by
14 the void date.

15 18. The Court further orders, adjudges, and decrees that, effective on the date when
16 Defendant fully funds the entire Gross Settlement Amount, Plaintiff and the State of California hereby
17 release Defendant and all current and former members, insurers, shareholders, subsidiaries, affiliates,
18 predecessors, successors, assigns, agents, employees, officers, and directors thereof (collectively the
19 "Released Parties"), from any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
20 expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, during the
21 PAGA Period, arising out of the PAGA claims asserted in the operative Complaint in the pending
22 Action and the LWDA letter filed by Plaintiff, based upon the following alleged violations: 1) failure
23 to pay hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; 2)
24 failure to pay overtime wages at the proper overtime rate of pay; 3) failure to provide meal periods; 4)
25 failure to provide rest periods; 5) failure to timely pay wages due upon termination; 6) failure to timely
26 pay wages during employment; 7) failure to provide accurate, itemized wage statements; 8) failure to
27 reimburse business expenses; and 9) secret payment of lower wages than designated by statute. This
28 release shall include a release for PAGA claims under California Labor Code Sections 201-203, 204,

1 210, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1198, 2802, 2699, 2699.3, 2699.5,
2 2082, and the applicable IWC Wage Order(s). Plaintiff, the State of California, and the Aggrieved
3 Employees shall be enjoined from filing, initiating, or continuing to prosecute any actions, claims,
4 complaints, or proceedings in any court, or with the LWDA, regarding the PAGA claims released in
5 the Settlement Agreement.

6 19. The Settlement Administrator shall file a final report by _____, indicating the
7 total amount paid to the LWDA and the Aggrieved Employees and confirming that uncashed funds
8 have been distributed.

9 20. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction
10 with respect to the interpretation, implementation, and enforcement of the Settlement and all order
11 and judgment entered in connection therewith.

12 **IT IS SO ORDERED AND ADJUDGED**

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14 Dated: _____

15 Hon. Arthur Hester III
16 Riverside County Superior Court Judge
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