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

AMANDA SAINZ, individually, and on behalf of
others similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

SHOE PALACE CORPORATION, a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV38093

Honorable Timothy Patrick Dillon
Department 15

**[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: November 4, 2025
Time: 10:00 a.m.
Department: 15

Complaint Filed: December 6, 2022
Trial Date: None Set

**[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 Timothy Patrick Dillon in Department 15 of the Superior
2 Court of the State of California, for the County of Los Angeles, on November 4, 2025 at 10:00 a.m., on
3 Plaintiff Amanda Sainz’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 Shea & McIntyre, A.P.C. appeared for Defendant Shoe Palace Corporation
7 (“Defendant”).

8 On or around August 13, 2025, Plaintiff and Defendant (together, the “Parties”) executed the Private
9 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or
10 “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Vartan Madoyan and Plaintiff Amanda Sainz, and (3) the Settlement
13 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 the
21 Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-captioned
22 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, providing
25 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the
26 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
27 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
28 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 were employed by
6 Defendant in the State of California during the PAGA Period (“Aggrieved Employees”).

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 (\$1,500,000.00) 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 Simpluris, 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, and
19 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 one-third (1/3rd) of the Total Settlement Amount (i.e.
23 \$500,000.00 if the Total Settlement Amount remains \$1,500,000.00) to Plaintiff’s Counsel for attorneys’
24 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
25 with this Order and Judgment and the Settlement Agreement.

26 11. The Court approves the payment of \$21,100.51 to Plaintiff’s Counsel for reimbursement of
27 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
28 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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2 12. The Court approves payment in the amount of \$7,500.00 to Plaintiff Amanda Sainz for her
3 General Release Fee. These amounts shall be paid from the Total Settlement Amount and shall be disbursed
4 in accordance with this Order and Judgment and the Settlement Agreement.

5 13. The Court approves payment up to the amount of \$20,000.00 to Simpluris, Inc. for the
6 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be
7 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

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

15 16. No later than thirty (30) calendar days after the date of this Order and Judgment, Defendant
16 will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with
17 this Order and Judgment and the Settlement Agreement.

18 17. No later than fourteen (14) calendar days of the date of this Order and Judgment, Defendant
19 shall deposit \$1,500,000.00 into a qualified settlement account established, by the PAGA Settlement
20 Administrator for administration of the Settlement in accordance with this Order and Judgment and the
21 Settlement Agreement.

22 18. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List, and
23 Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall distribute
24 the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all PAGA
25 Members (together, the “PAGA Settlement Package(s)”), the General Release Fee to Plaintiffs, the
26 Settlement Administration Costs to itself, the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless
27 instructed otherwise by Plaintiff’s Counsel, as provided for by this Order and Judgment and the Settlement
28 Agreement.

1 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
2 and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such
3 cancelled checks shall be transmitted to the State Controller’s Office Unclaimed Property Division in the
4 name of each Aggrieved Employee(s) at issue and in the amount of his or her respective Individual
5 Settlement Share(s).

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

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

16 22. “Released Claims” means any and all claims, arising during the PAGA Period, for civil
17 penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and
18 costs available under PAGA, and all claims that were, or reasonably could have been, alleged, based on the
19 factual allegations in the Operative Complaint under PAGA, and PAGA Notice, including but not limited
20 to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and
21 associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely
22 pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant
23 and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to
24 reimburse necessary business-related expenses and costs, in violation of California Labor Code sections
25 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and
26 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-
27 2001.

1 23. “PAGA Period” means the period from September 30, 2021 to May 15, 2025, or the Alternate
2 End Date as defined in the Settlement Agreement.

3 24. No individualized notice of this Order and Judgment is required to be provided to the
4 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
5 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).
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8 Date: _____
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Honorable Timonthy Patrick Dillon
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 *Amanda Sainz v. Shoe Palace Corporation*, Los Angeles County
 Superior Court Case No. 22STCV38093

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 *Amanada Sainz v. Shoe Palace Corporation*, Los Angeles County Superior Court Case No. 22STCV38093 (“Action”).

The lawsuit was filed on December 6, 2022 by Amanda Sainz (“Plaintiff”) against her former employer, individually, and on behalf of other members of the general public similarly situated and on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to allege: (1) failure to pay overtime pursuant to Labor Code sections 510 and 1198; (2) failure to provide meal period premiums in violation of sections 226.7 and 512(a); (3) failure to provide rest period premiums in violation of section 226.7; (4) failure to pay minimum wages pursuant to sections 1194, 1197, and 1197.1; (5) failure to timely pay wages upon termination in violation of sections 201 and 202; (6) failure to timely pay wages during employment in violation of section 204; (7) failure to provide accurate and itemized wage statements in violation of section 226(a); (8) failure to keep requisite payroll records in violation of section 1174(d); (9) failure to reimburse business expenses in violation of sections 2800 and 2802; (10) violations of California Business and Professions Code §§ 17200, et seq.; and (11) violations of California Labor Code § 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 properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on September 30, 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, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001, thereby initiating LWDA Case Number LWDA-CM-911344-22 (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 Shoe Palace Corporation (“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 were employed by Defendant in the State of California during the period September 30, 2021 to either (a) approval, or (b) May 15, 2025, whichever is sooner, or if applicable, (c) the Alternate End Date (“Aggrieved Employees”). The period September 30, 2021 to either (a) approval, or (b) May 15, 2025, whichever is sooner, or if applicable, (c) the Alternate End Date 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, 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, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001.

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.

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 Simpluris, Inc. at **[toll-free phone number]**