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as an aggrieved employee, and on behalf of
all other aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

ALEX RAD, as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys General Act of 2004,

Plaintiff,

v.

4 OVER, LLC, a California limited liability company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23STCV07319

[Assigned for all purposes to the Hon. Samantha Jessner, in Dept. SSC-7]

[PROPOSED] **JUDGMENT**

Action Filed: April 4, 2023
Trial Date: None Set

**JUDGMENT**

Pursuant to the Order Granting Approval of the Representative Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. Judgment in this matter is entered in accordance with the Court's Order Granting Motion for Approval of Representative Action Settlement ("Order Granting Final Approval") and the Parties' Joint Stipulation re: PAGA Settlement ("Settlement Agreement"). Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The "Aggrieved Employees" who are covered by the Settlement Agreement are all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees, during the period from December 27, 2021 through June 27, 2025 ("PAGA Period") in the State of California.

3. Pursuant to the Order Granting Approval and Settlement Agreement, Defendant must fund the settlement account with the Gross Settlement Amount, which, unless increased pursuant to the Settlement Agreement, amounts to $350,000.00.

4. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date.

5. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Administration Expenses Payment, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

6. All funds shall be disbursed to Plaintiff's Counsel, Plaintiff, the Labor Workforce and Development Agency ("LWDA"), the Settlement Administrator, and Aggrieved Employees pursuant to the Order Granting Motion for Approval of Representative Action Settlement. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall transmit the funds represented by such checks to the

California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

7. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Released Parties from all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice for PAGA civil penalties.

8. The "Released Parties" means Defendant and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

9. This document shall constitute a Judgment for purposes of California Rules of Court, Rule 3.769(h).

**IT IS SO ORDERED, ADJUDGED, AND DECREED.**

Dated: _____, 2026

_____
Judge of the Superior Court