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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]

PAGA REPRESENTATIVE ACTION

[PROPOSED] **ORDER GRANTING MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT**

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

This Court, having considered the Motion of Plaintiff Alex Rad ("Plaintiff") for Approval

of Representative Action Settlement ("Motion"), the Declarations of David D. Bibiyan, Keaton D. Mendoza, Plaintiff, Sean Hartranft, and the Joint Stipulation re: PAGA Settlement ("Settlement" or "Settlement Agreement" or "Agreement"), the PAGA Payment Letter, and good cause appearing therefore, the Court hereby **ORDERS, ADJUDGES AND DECREES THAT**:

1. The definitions set out in the Settlement Agreement are incorporated by reference into this Order; all terms defined therein shall have the same meaning in this Order.

2. The Motion concerns Plaintiff's action under the Private Attorneys General Act of 2004 ("PAGA") against defendant 4 Over, LLC ("Defendant"). Hereinafter, Plaintiff and Defendant will be collectively referred to as "the Parties."

3. The Settlement resolves the representative action brought on behalf of Aggrieved Employees, defined as: 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.

4. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period based on hire dates, termination dates (if applicable), and re-hire dates (if applicable).

5. The Settlement is based on Defendant's representation that there are no more than 21,167 pay periods worked during the PAGA Period. In the event the number of pay periods during the PAGA Period increases by more than 10%, or 2,116 pay periods, then the Gross Settlement Amount shall be increased proportionally by the pay periods more than 21,167 multiplied by the pay period value. Notwithstanding the foregoing, in the event the pay periods exceed 10% over the 2,116 threshold in the release period, Defendant will have the option to (a) claw back the release period to the date where it amounts to 2,116 or (b) pay the escalator amount (i.e., the pro rata amount for every pay period in excess of 2,116). In the event the Court refuses to approve the settlement unless a date certain is first chosen, then Defendant agrees to Option (a) above. The pay period value shall be calculated by dividing the Gross Settlement Amount by 21,167. The Parties agree that the pay period value amounts to $16.57 per pay period. ($350,000/21,167 pay periods). Thus, for

example, should there be 25,000 pay periods in the PAGA Period, then the Gross Settlement Amount shall be increased by $63,513. (25,000 pay periods – 21,167 pay periods) x $16.57/pay period.

6. The Court appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as Plaintiff's Counsel for the Aggrieved Employees for settlement purposes only.

7. Plaintiff's Counsel investigated the claims alleged, performed legal research, and conducted analysis of the time and payroll data with the aid of expert data consultants. They also attended mediation, which after further negotiations, resulted in the Settlement Agreement that was fully executed.

8. Pursuant to Labor Code § 2698, et seq., the Court finds that the Settlement of the Action is fair, adequate, and reasonable and that it furthers PAGA's objectives.

9. The Court appoints Plaintiff Alex Rad as the PAGA Representative for Settlement purposes only.

10. The Court appoints Apex Class Action LLC, as the Settlement Administrator.

11. The Court approves, as to form and content, the PAGA Payment Letter attached as Exhibit A to the Settlement Agreement.

12. The Court approves the Gross Settlement Amount of $350,000.00, as the same may be escalated pursuant to the Settlement Agreement, and orders it to be distributed as follows:

a. Thirty-five percent (35%) thereof shall be allocated as reasonable attorneys' fees for Plaintiff's Counsel which, unless escalated pursuant to the Settlement Agreement, shall amount to $122,500.00;

b. The sum of $30,697.11 shall be allocated as reasonable litigation costs and paid to Plaintiff's Counsel.

c. The sum of $6,490.00 shall be paid to the Settlement Administrator, Apex, for its services in administering the Settlement.

d. The sum of $20,000.00 shall be paid to Plaintiff from the Gross Settlement Amount for release of his individual claims under the separate Individual Settlement Agreement.

e. After deducting the above amounts, the Court approves the estimated remaining PAGA Penalties of $170,312.89 (as the same may be escalated pursuant to the Settlement Agreement) and orders 75%, or $127,734.67, of that sum to be paid to the California Labor and Workforce Development Agency ("LWDA"), and 25%, or $42,578.22 to be paid to the Aggrieved Employees pursuant to Labor Code § 2699(i).

13. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement, and (b) the Judgment is final.

14. Within 14 days of the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. The "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

15. To protect Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of the Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under the Agreement. 4 Over LLC has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which 4 Over LLC must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

16. 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.

17. 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.

18. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

19. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

20. 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.

21. Because this is a PAGA action, based on the Parties' understanding of the PAGA statutory scheme, the Parties agree that no Aggrieved Employee can exclude himself or herself from the Settlement or object to the terms of the Settlement Agreement. All Aggrieved Employees will be bound by the Settlement Agreement, upon its approval by the Court, regardless of whether he or she negotiates his or her settlement check.

22. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties will be paid to the LWDA, and the remaining twenty-five percent (25%) will be paid to all Aggrieved Employees.

23. The Court finds the Gross Settlement Amount, the PAGA Penalties and the methodology used to calculate and pay the Aggrieved Employees' Individual PAGA Payments are fair and reasonable and authorizes the Settlement Administrator to pay the Individual PAGA Payments to the Aggrieved Employees in accordance with the terms of the Settlement Agreement. The Court also authorizes the Settlement Administrator to make the LWDA Payment to the LWDA.

24. The Court finds that Plaintiff's Counsel's request for attorneys' fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, which, unless increased pursuant to the Settlement Agreement, amounts to $122,500.00, is reasonable. The Court awards Plaintiff's Counsel fees to be paid from the Gross Settlement Amount.

25. The Court finds that Plaintiff's Counsel has incurred a total of $30,697.11 in litigation costs and expenses. Such costs and expenses were reasonably incurred in prosecuting this Actions. The Court awards $$30,697.11 from the Gross Settlement Amount to be paid to Plaintiff's Counsel in litigation costs and expenses.

26. 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.

27. 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.

28. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

29. Without affecting the finality of the Judgment in any way, pursuant to California Rules of Court Rule 3.769, et seq. and California Code of Civil Procedure section 664.6, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders and judgments entered in connection therewith.

IT IS SO ORDERED.

Dated: _____, 2026

_____
Judge of the Superior Court