

PLAINTIFF/PETITIONER: Rosalva De Alvarez
 DEFENDANT/RESPONDENT: Vann Family, LLC

CASE NUMBER:
 CV24676

**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*):

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:

c. Name of person served:

Street address:

City:

State and zip code:

b. 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).*)
******Please see attached Proof of Service**

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: September 25, 2024

Cindi Vega

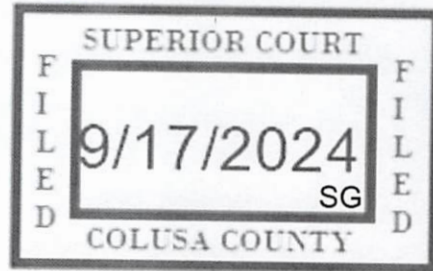
(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

ENDORSED



Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brittany Shaw (SBN 331773)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
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 COLUSA**

ROSALVA DE ALVAREZ, individually, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

VANN FAMILY, LLC, a California limited
liability company; VF MARKETING CORP.,
a California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CV24676

Honorable Jeffrey A. Thompson
Department 1

**[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**

[Notice of Motion and Motion for 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; Declaration of
Plaintiff's Counsel (Brittany Shaw); Declaration of
Plaintiff (Rosalva De Alvarez)]

Date: September 17, 2024

Time: 9:00 a.m.

Department: 1

Complaint Filed: May 23, 2023

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 Jeffrey A. Thompson in Department 1 of the Superior
2 Court of the State of California, for the County of Colusa, on September 17, 2024, at 9:00 a.m., on Plaintiff
3 Rosalva de Alvarez ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code §
4 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and
5 Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers for Justice, PC appeared
6 for Plaintiff and Kaufman Dolowich, LLP appeared for Defendants Vann Family, LLC and VF Marking
7 Corp. (hereinafter "Defendants").

8 On or around July 11, 2024, Plaintiff and Defendants (collectively, 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 Brittany Shaw and Plaintiff Rosalva de Alvarez, 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. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
20 the California Labor and Workforce Development Agency ("LWDA") and Defendants with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
23 2699.3(a).
- 24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action ("Action").

27 ///

1 5. The Aggrieved Employees who are covered under the Settlement consist of the following
2 individuals:

3 All current and former hourly-paid or non-exempt employees of Defendants in the State of
4 California between March 15, 2022 to August 16, 2024 ("Aggrieved Employees").

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

7 7. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
8 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,
9 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
10 Amount shall be the Total Settlement Amount (\$300,000.00) less the approved Attorneys' Fees and Costs
11 to Lawyers *for* Justice, PC ("Plaintiff's Counsel"), General Release Fee to Plaintiff, and Settlement
12 Administration Costs to Phoenix Settlement Administrator (the "PAGA Settlement Administrator").
13 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA
14 Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the
15 Aggrieved Employees in accordance with this Order and Judgment and the Settlement Agreement.

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

20 9. The Court approves the payment of \$120,000.00 to Lawyers *for* Justice, PC for attorneys'
21 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
22 with this Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$11,620.73 to Lawyers *for* Justice, PC for reimbursement
24 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
25 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

26 11. The Court approves payment in the amount of \$5,000.00 to Plaintiff Rosalva de Alvarez for
27 her General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be
28 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 12. The Court approves payment up to the amount of \$7,500.00 to Phoenix Settlement
2 Administrators for the Settlement Administration Costs. This amount shall be paid from the Total
3 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
4 Agreement.

5 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
6 Judgment and the Settlement Agreement.

7 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
8 Employees; however, the Court approves the Cover Letter, attached hereto as "EXHIBIT 1," and the PAGA
9 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
10 it distributes their share of the twenty-five percent (25%) of the Net Settlement Amount to be distributed to
11 the Aggrieved Employees ("Employee's Portion").

12 15. Within thirty (30) calendar days of the Court's order granting approval of the Settlement or
13 thirty (30) calendar days after August 16, 2024, whichever is later, Defendants will transmit the Total
14 Settlement Amount to a qualified settlement account established by the PAGA Settlement Administrator for
15 administration of the Settlement.

16 16. No later than thirty (30) calendar days of the Court's order granting approval of the
17 Settlement or thirty (30) calendar days after August 16, 2024, whichever is later, Defendants will provide
18 the PAGA Settlement Administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"),
19 containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known
20 address; (iii) last known telephone number; (iv) social security number; (v) and Compensable Pay Periods,
21 in accordance with this Order and Judgment and the Settlement Agreement.

22 17. No later than fourteen (14) calendar days after the PAGA Settlement Administrator has
23 received the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator
24 shall mail the Court-approved Cover Letter and Individual Settlement Share checks (together, the "PAGA
25 Settlement Package") to all Aggrieved Employees, transmit the LWDA Payment to the LWDA, transmit the
26 General Release Fee to the Plaintiff, and transmit the Attorneys' Fees and Costs to Plaintiff's Counsel as
27 provided for by this Order and Judgment and the Settlement Agreement.

28

1 18. No later than fourteen (14) calendar days after the Settlement Administrator has received the
2 PAGA Settlement Member List and Total Settlement Amount and disbursed the PAGA Settlement Package
3 to the Aggrieved Employees, the Settlement Administrator shall distribute payment to itself for the
4 Settlement Administration Costs, as provided for by this Order and Judgment and the Settlement Agreement.

5 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
6 for ninety (90) calendar days, and thereafter, will be cancelled. Funds associated with such cancelled checks
7 will be transmitted by the Settlement Administrator to the California State Controller's Office Unclaimed
8 Property Division, in the name of the Aggrieved Employees(s) at issue and in the amount of his or her
9 respective Individual Settlement Share(s).

10 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
11 the Effective Date and full funding of the Total Settlement Amount, Plaintiff and the State of California with
12 respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever
13 discharged the Released Parties from the Released Claims.

14 21. "Released Parties" are Defendants, including Defendants' 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" to the full extent permitted by law, of and from the Action and from any
20 and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section
21 2698, et seq. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual
22 allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular,
23 and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide
24 compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to
25 timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to
26 maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses
27 and costs, and failure to provide requisite notice upon hiring, in violation of California Labor Code sections
28 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800,

1 2802, and 2810.5, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-
2 2001, 8-2001, 13-2001, and 14-2001.

3 23. "PAGA Period" means the period March 15, 2022 to August 16, 2024.

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 system
6 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

7
8 Date: Sept. 17, 2024


9 Honorable Jeffrey A. Thompson
10 Judge of the Colusa Superior Court
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 1

<<Mailing Date>>

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

Re: Settlement Payment from *Rosalva de Alvarez v. Vann Family, LLC, et al.*, Colusa County Superior Court Case No. CV24676

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 *Rosalva de Alvarez v. Vann Family, LLC, et al.*, Colusa Superior Court Case No. CV24676 ("Action").

The lawsuit was filed on May 23, 2023 by Rosalva de Alvarez ("Plaintiff") against her former employer, on behalf of the State of California, with respect to herself 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 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 March 15, 2023 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 Defendants' 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, 2802, and 2810.5, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 8-2001, 13-2001, and 14-2001, thereby initiating LWDA Case Number LWDA-CM-942161-23 (the "PAGA Notice").

Defendants deny all of Plaintiff's allegations and deny any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendants Vann Family, LLC and VF Marketing Corp. (together, "Defendants").

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 of Defendants in the State of California during the period March 15, 2022 to August 16, 2024 ("Aggrieved Employees"). The period March 15, 2022 through August 16, 2024 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 were employed by Defendants as a hourly-paid or non-exempt employee 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 the order by the Court approving the Settlement (which was <<date>>) and full funding of the Total Settlement Amount (which occurred on <<date>>), Plaintiff and the State of California with respect to Aggrieved Employees were deemed to have knowingly and voluntarily released and forever discharged Released Parties of and from the Action and from any and all Released Claims.

"Released Parties" means Defendants, including Defendants' 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, failure to reimburse necessary business-related expenses and costs, and failure to provide requisite notice of information upon hiring, 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, 2802, and 2810.5, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 8-2001, 13-2001, and 14-2001.

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

EXHIBIT 1 – COVER LETTER

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, Defendants, or Defendants' 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 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On September 25, 2024, I served the foregoing document(s) described as:

• **NOTICE OF ENTRY OF JUDGMENT OR ORDR**
on interested parties in this action as follows:

Marcus Dong
KAUFMAN DOLOWICH LLP
425 California Street, Suite 2100
San Francisco, California 94104
Email: mdong@kdvlaw.com

Attorneys for Defendants

[X] BY ELECTRONIC SERVICE

Pursuant to California Code of Civil Procedure sections 1010.6(e)(1) and 101.6(e)(2), and/or California Rules of Court, Rule 2.251(c)(3), and/or an agreement between the Parties to serve each other electronically, I caused the above-described document(s) to be electronically mailed to Defendant's counsel through the above-listed e-mail addresses.

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 September 25, 2024, at Glendale, California.



Cindi Vega