



PLAINTIFF/PETITIONER: Arlene Parra, et al.  
 DEFENDANT/RESPONDENT: Marksman Security Corporation

CASE NUMBER:  
 23TRCV01864 / Dept. E

**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*):

PLEASE SEE ATTACHED PROOF OF SERVICE.

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:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. 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).*)

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: March 3, 2026

Isabel Yang

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

# **EXHIBIT 1**

Electronically Received 01/15/2026 11:49 PM

Edwin Aiwarzian (SBN 232943)  
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Brian J. St. John (SBN 304112)  
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*Attorneys for Plaintiff Shaloma Smith*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES -TORRANCE COURTHOUSE**

ARLENE PARRA and SHALOMA SMITH,  
individually, and on behalf of other aggrieved  
employees pursuant to the California Private  
Attorneys General Act;

Plaintiff,

vs.

MARKSMAN SECURITY CORPORATION, a  
Florida corporation; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: 23TRCV01864

Honorable Alan B. Honeycutt  
Department E

~~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 FEES, AND SETTLEMENT  
ADMINISTRATION COSTS**

Reservation ID: 194841821040  
Date: February 9, 2026  
Time: 8:30 a.m.  
Department: E

Complaint Filed: June 9, 2023  
FAC Filed: November 14, 2025  
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 FEES, AND SETTLEMENT ADMINISTRATION COSTS**

**FILED**  
Superior Court of California  
County of Los Angeles  
**02/26/2026**  
David W. Slayton, Executive Officer / Clerk of Court  
By: M. Seals Deputy

1 On February 9, 2026, this matter came on for a hearing in Department E of the Superior Court  
2 of the State of California, for the County of Los Angeles, on Plaintiffs Arlene Parra and Shaloma  
3 Smith (together, the “Plaintiffs”) 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  
5 Release Fees, and Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers  
6 *for* Justice, PC, and Bibiyan Law Group, P.C., appeared for Plaintiffs and Little Mendelson, P.C.,  
7 appeared for Defendant Marksman Security Corporation (“Defendant”).

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

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the  
12 Declarations of Plaintiffs’ Counsel Brian J. St. John and David D. Bibiyan, (3) the Declarations of  
13 Plaintiffs Arlene Parra and Shaloma Smith, and (4) the Settlement 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  
18 Agreement.

19 3. Unless otherwise specified, all citations and references to the Private Attorneys  
20 General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) are to the version of the statute  
21 prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the above-  
22 captioned action and the Settlement pursuant to California Labor Code § 2699(v)(1), as amended,  
23 because the above-captioned action was filed prior to June 19, 2024.

24 4. The Court finds that Plaintiffs have satisfied the prerequisites under the PAGA,  
25 including, and not limited to, providing the California Labor and Workforce Development Agency  
26 (“LWDA”) and Defendant with notice of the specific provisions of the California Labor Code alleged  
27 to have been violated, including, and not limited to, the facts and theories to support the alleged  
28

violations, in conformity with California Labor Code § 2699.3(a).

5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action (the “Action”).

6. The Settlement pertains to the following aggrieved employees:

All individuals who are or were employed by Defendant Marksman and worked in California as current and former hourly-paid or non-exempt employees at any time during the PAGA Period (“Aggrieved Employees”).

7. The Court finds that the Parties reached the Settlement as a result of arm’s-length negotiations.

8. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement Amount shall be the Total Settlement Amount less the approved Attorneys’ Fees and Costs to Lawyers *for* Justice, PC and Bibiyan Law Group, P.C., (collectively, “Plaintiffs’ Counsel”), General Release Fees to Plaintiffs, and Settlement Administration Costs to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement. The Total Settlement Amount is \$875,000.00, however, pursuant to Section 3(b) of the Settlement Agreement, if the actual number of Compensable Pay Periods during the PAGA Period is more than twelve percent (12%) above 15,500 (i.e., 17,360), Defendant shall have the option to either: (a) increase the Total Settlement Amount by the percentage that the actual number exceeds 17,360 Compensable Pay Periods (e.g., if the number of Compensable Pay Periods increases by 13% to 17,515, the Total Settlement Amount will increase by 1%); or (b) end the PAGA Period on the date on which the number of Compensable Pay Periods reaches 17,360 Compensable Pay Periods (“Alternate End Date”).

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1           9.       The Court has considered the Settlement, and the monetary allocations provided  
2 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the  
3 PAGA Settlement Administrator to administer the Settlement and to make the payments as provided  
4 for by, and consistent with, this Order and Judgment and the Settlement Agreement.

5           10.      The Court approves Attorneys' Fees of 35% of the Total Settlement Amount  
6 (estimated to be \$306,250.00 subject to increase pursuant to the escalator clause) to Plaintiffs'  
7 Counsel for attorneys' fees. This amount shall be paid from the Total Settlement Amount and shall  
8 be disbursed in accordance with this Order and Judgment and the Settlement Agreement. The  
9 Attorneys' Fees shall be split 65/35, with 65% of fees attributed to Lawyers *for* Justice, PC (counsel  
10 for Plaintiff Parra) and 35% of fees attributed to Bibiyan Law Group, P.C. (counsel for Plaintiff  
11 Smith).

12           11.      The Court approves the payment of \$22,799.68 to Plaintiffs' Counsel for  
13 reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from  
14 the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and  
15 the Settlement Agreement.

16           12.      The Court approves payment in the amount of \$5,000.00 to Plaintiff Arlene Parra and  
17 in the amount of \$5,000.00 to Plaintiff Shaloma Smith for their General Release Fees. These amounts  
18 shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order  
19 and Judgment and the Settlement Agreement.

20           13.      The Court approves payment up to the amount of \$5,500 to Simpluris, Inc. for payment  
21 of costs and expenses of administration of the Settlement ("Settlement Administration Costs"). This  
22 amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with  
23 this Order and Judgment and the Settlement Agreement.

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

26           15.      The Court further finds that notice of the Settlement need not be provided to the  
27 Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as "**EXHIBIT**  
28

1 A,” and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved  
2 Employees at the same time that it distributes payments to Aggrieved Employees for their share of  
3 the Employees’ Portion (“Individual Settlement Share(s)”).

4 16. No later than thirty (30) calendar days after the Court’s order granting approval of the  
5 Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved  
6 Employees (“Aggrieved Employee List”), in accordance with this Order and Judgment and the  
7 Settlement Agreement.

8 17. Within fourteen (14) calendar days of the Effective Date, Defendant shall deposit the  
9 Total Settlement Amount into a qualified settlement account established, by the PAGA Settlement  
10 Administrator for administration of the Settlement in accordance with this Order and Judgment and  
11 the Settlement Agreement.

12 18. No later than fourteen (14) calendar days after the PAGA Settlement Administrator  
13 receives the Aggrieved Employees List and the Total Settlement Amount, the PAGA Settlement  
14 Administrator shall distribute the LWDA Payment to the LWDA, Individual Settlement Share checks  
15 and Cover Letters to all Aggrieved Employees (together, the “PAGA Settlement Package(s)”), the  
16 General Release Fees to Plaintiffs, the Settlement Administration Costs to itself (only after the PAGA  
17 Settlement Packages have been mailed to all Aggrieved Employees), the Attorneys’ Fees and Costs  
18 to Plaintiffs’ Counsel) unless instructed otherwise by Plaintiffs’ Counsel), as provided for by this  
19 Order and Judgment and the Settlement Agreement.

20 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain  
21 valid and negotiable for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated  
22 with canceled checks shall be transmitted to the State Controller’s Office Unclaimed Property  
23 Division in the name of each Aggrieved Employee at issue and in the amount(s) of their respective  
24 Individual Settlement Share(s).

25 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.  
26 Upon the date entry of this Order and Judgment and full funding of the Total Settlement Amount, and  
27 except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State  
28



of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties from the Released Claims.

21. “Released Parties” means Defendant, including any of their past, present, direct or indirect parents, subsidiaries, affiliates, holding companies, affiliated companies, partnerships, limited liability companies, including Marksman Security, LLC and Titan Shield Holdings, LLC, as well as each of their or their past, present officers, directors, executive-level employees, partners, members, managers, customers, subcontractors, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

22. “Released Claims” means “”, to the full extent permitted by law, of and from any and all claims for civil penalties, interest, attorneys’ fees, and other forms of relief available under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* alleged in the Operative Complaint and Plaintiffs’ PAGA Notices or which could have been alleged under the facts and/or allegations pleaded in the Operative Complaint and Plaintiffs’ PAGA Notices, including for unpaid wages (including minimum, regular, overtime, double time, regular rate, reporting time, sick pay, vacation pay, wages), paid sick leave, untimely payment of final wages, untimely payment of wages during employment, non-compliant meal periods, non-compliant rest periods, non-compliant payment of meal and rest break premiums, non-compliant wage statements, non-compliant maintenance of payroll records, failure to reimburse necessary business expenses, failure to provide a day of rest, failure to furnish records, failure to maintain records, failure to pay vacation pay at separation, failure to provide proper notice under Wage Theft Protection Act, preventing employees from disclosing wages, retaliation for disclosing working conditions and/or violations of law, preventing employees from engaging in lawful conduct during non-work hours and/or reporting wage violations, based on alleged violation of California Labor Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, and 2810.5, and IWC Wage Orders Nos. Nos. 1-2001, 4-2001, 5-2001, 7-2001, 9-2001, and 16-2001.

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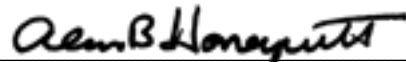
23. "PAGA Period" means the period April 5, 2022, to the earlier of a) October 31, 2024 or, b) the Alternate End Date.

24. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

25. This Settlement and the terms set forth therein, is not an admission by Defendant or any of the Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant and/or the Released Parties. The entering into or carrying out of this Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the Settlement, the Release by Aggrieved Employees, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in any other proceeding, this Judgment and/or the Settlement, and any other papers and records on file in this Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims by Aggrieved Employees.

26. Based on the foregoing and in accordance with the Settlement, this Action is DISMISSED WITH PREJUDICE, and each side is to bear its own costs and attorneys' fees, except as provided by the Settlement.

Date: 02/26/2026



Honorable Alan B. Honeycutt  
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 *Arlene Parra v. Marksman Security Corporation*, Los Angeles Superior Court Case No. 23TRCV01864; *Shaloma Smith v. Marksman Security Corporation*; *Corey Benn*, Orange County Superior Court Case No. 30-2024-01371284-CU-OE-CXC

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 *Arlene Parra v. Marksman Security Corporation*, Los Angeles Superior Court Case No. 23TRCV01864 (“*Parra Action*”), and *Shaloma Smith v. Marksman Security Corporation*; *Corey Benn*, Orange County Superior Court Case No. 30-2024-01371284-CU-OE-CXC (“*Smith Action*”) (together with the *Parra Action*, the “*Actions*”).

The *Parra Action* was filed on June 9, 2023 by Arlene Parra (“*Plaintiff Parra*”) against her former employer Marksman Security Corporation (“*Defendant Marksman*”), 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 April 5, 2024, Plaintiff Parra 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 Marksman’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, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 1-2001 and 4-2001, thereby initiating *LWDA Case LWDA-CM-946706-23* (the “*Parra PAGA Notice*”).

The *Smith Action* was filed on January 4, 2024 by Shaloma Smith (“*Plaintiff Smith*”) against her former employer Defendant Marksman, 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 September 28, 2023, Plaintiff Smith 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 Marksman’s alleged violations of California Labor Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 404, 432, 432.3 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2800, 2802, 2810.5, 3366, 3457, 6400, *et seq.*, and 8397.4, California Code of Regulations, title 8, section 110404, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 4-2001, 5-2001, 7-2001, 9-2001, and 16-2001, thereby initiating *LWDA Case Number LWDA-CM-984421-23* (the “*Smith PAGA Notice*”) (together with the *Parra PAGA Notice*, the “*PAGA Notices*”).

Unless otherwise specified, all citations and references to *PAGA* are to the version of that statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the *Actions*, or the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the notice to the *LWDA* was filed prior to June 19, 2024.

Defendant denies all of Plaintiffs’ allegations and denies any wrongdoing of any kind associated with Plaintiffs’ allegations.

A settlement was reached between Plaintiffs and Defendant on October 2, 2024.

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 individuals who are or were employed by Defendant Marksman and performed work in California as current and former hourly paid or non-exempt employees at any time during the *PAGA Period* (“*Aggrieved Employees*”). The period from April 5, 2022 to [INSERT PAGA PERIOD END DATE HERE] 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 Marksman 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 and full funding of total settlement amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, including any of its past, present, direct or indirect parents, subsidiaries, affiliates, holding companies, affiliated companies, partnerships, limited liability companies, including Marksman Security, LLC, Marksman Security CA, LP, and Titan Shield Holdings, LLC, as well as each of its or their past, present officers, directors, executive-level employees, partners, members, managers, customers, subcontractors, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

“Released Claims” means any and all claims for civil penalties, interest, attorneys’ fees, and other forms of relief available under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* alleged in the Operative Complaint and Plaintiffs’ PAGA Notices or which could have been alleged under the facts and/or allegations pleaded in the Operative Complaint and Plaintiffs’ PAGA Notices, including for unpaid wages (including minimum, regular, overtime, double time, regular rate, reporting time, sick pay, vacation pay, wages), paid sick leave, untimely payment of final wages, untimely payment of wages during employment, non-compliant meal periods, non-compliant rest periods, non-compliant payment of meal and rest break premiums, non-compliant wage statements, non-compliant maintenance of payroll records, failure to reimburse necessary business expenses, failure to provide a day of rest, failure to furnish records, failure to maintain records, failure to pay vacation pay at separation, failure to provide proper notice under Wage Theft Protection Act, preventing employees from disclosing wages, retaliation for disclosing working conditions and/or violations of law, preventing employees from engaging in lawful conduct during non-work hours and/or reporting wage violations, based on alleged violation of California Labor Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Order Nos. 1-2001, 4-2001, 5-2001, 7-2001, 9-2001, and 16-2001.

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 [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 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On March 3, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

David D. Bibiyan (SBN 287811)  
Vedang J. Patel (SBN 328647)  
Brandon M. Chang (SBN 316197)  
Megan R. Lazar  
**BIBIYAN LAW GROUP, P.C.**  
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Service Emails: [david@tomorrowlaw.com](mailto:david@tomorrowlaw.com); [vedang@tomorrowlaw.com](mailto:vedang@tomorrowlaw.com);  
[brandon@tomorrowlaw.com](mailto:brandon@tomorrowlaw.com); [megan@tomorrowlaw.com](mailto:megan@tomorrowlaw.com)

*Attorneys for Plaintiff Shaloma Smith*

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Sam Richman (SBN 316443)  
**LITTLER MENDELSON, P.C.**  
2049 Century Park East, 5th Floor  
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Service Emails: [SDavoudian@littler.com](mailto:SDavoudian@littler.com); [SARichman@littler.com](mailto:SARichman@littler.com); [laispuro@littler.com](mailto:laispuro@littler.com)

*Attorneys for Defendant*

**[X] BY E-MAIL**

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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**PROOF OF SERVICE**

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 March 3, 2026, at Glendale, California.

  
Isabel Yang