HAIG B. KAZANDJIAN LAWYERS, APC
Haig B. Kazandjian, Esq., Bar No.: 278622
haig@hbklawyers.com
Cathy Gonzalez, Esq. Bar No.: 310625
cathy@hbklawyers.com
801 North Brand Boulevard, Suite 1015
Glendale, California 91203
Telephone: 1-818-696-2306
Facsimile: 1-818-696-2307

Attorneys for Plaintiffs

GORDON REES SCULLY MANSUKHANI, LLP
Debra Ellwood Meppen, Esq.
dmeppen@grsm.com
Matthew T. Theriault, Esq.
mtheriault@grsm.com
Daniela Theriault, Esq.
Dtheriault@grsm.com
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071
Telephone: (213) 929-2401
Facsimile: (213) 680-4470
Attorneys for Defendants

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – WEST COVINA COURTHOUSE

ANTONIO MERCADO, individually and on behalf of all other Aggrieved Employees; Plaintiff, vs. ENVISION MOTORS HOLDINGS, LLC, a Delaware Limited Liability Company, VON HOUSEN MANAGEMENT, INC., a California Corporation, VON HOUSEN'S MOTORS, a California Corporation, MERCEDEZ-BENZ OF ROCKLIN, a Delaware Limited Liability Company, MERCEDEZ-BENZ USA, LLC, a Delaware Limited Liability Company and DOES 1 through 50, inclusive, Defendants.	**Case No. 23PSCV02903** *[Assigned for all purposes to Honorable Benjamin P. Hernandez-Stern, Dept. 1]* **STIPULATION AND [~~PROPOSED~~] ORDER FOR APPROVAL OF REPRESENTATIVE PAGA SETTLEMENT AND ENTERING JUDGMENT THEREON** *[FILED CONCURRENTLY WITH DECLARATION OF HAIG B. KAZANDJIAN IN SUPPORT THEREOF]* Complaint Filed: September 20, 2023 Trial Date: None Yet Set

WHEREAS, On September 20, 2023, Plaintiff Antonio Mercado commenced this Action by filing a complaint alleging a single cause of action for penalties under the PAGA against Defendants Envision Motors Holdings LLC, Von Housen Management, INC., Von Housen's Motors Von Housens Sacramento, INC., Mercedes-Benz of Rocklin, and Mercedes-Benz USA, for alleged violations of the California Labor Code committed against him and the Aggrieved Employees for failure to pay overtime and double time, failure to pay minimum wage, failure to provide rest and meal periods, failure to keep accurate payroll records and provide itemized wage statements, failure to provide basic information at the time of hiring and when employment changes occur, failure to timely pay all wages earned, failure to pay all wages earned upon discharge or resignation, failure to reimburse necessary, business-related expenses, failure to provide notice of paid sick time and accrual, and engagement in other conduct that resulted in violations of the California Labor Code, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226, 226(a), 226.7, 246, 510, 512(a), 558(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2810.5(a)(1)(A)-(C), California Code of Regulations, Title 8, sections 11010, et seq., as well as violations of the applicable IWC Wage Order., in the Superior Court of the State of California, County of Los Angeles, Case No. 23PSCV02903;

WHEREAS, Plaintiffs Manoukian, Mercado, and Ansari each asserted claims under PAGA in separate PAGA Notices to the LWDA, with Plaintiff Hakob Manoukian submitting his PAGA Notice on June 3, 2021, which was subsequently amended twice, first on September 26, 2024, and again on December 12, 2024; Plaintiff Antonio Mercado submitting his PAGA Notice on June 28, 2023; and Plaintiff Shakib Ahmad Ansari submitting his PAGA Notice on January 11, 2023. These Notices alleged violations by Defendants of the Labor Code, including, but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

WHEREAS, on August 9, 2021, Plaintiff Manoukian filed a PAGA Complaint in Los Angeles Superior Court, Case No. 21PSCV00640;

WHEREAS, on March 8, 2023, Plaintiff Ansari filed a Complaint alleging wrongful

HAIG B. KAZANDJIAN LAWYERS, APC
801 N. Brand Blvd., Suite 1015
Glendale, CA 91203
Tel: (818)696-2306 Fax: (818)696-2307

termination which included claims for penalties under PAGA in Santa Clara Superior Court, Case No. 23CV412659;

WHEREAS, on August 14, 2024, the Envision Defendants participated in an initial Mediation which did not result in a resolution; however, a subsequent mediation held on February 28, 2025, proved successful and lead to the execution of a Memorandum of Understanding outlining the material terms of the settlement as to Plaintiff and the Envision Defendants, including Envision WC MB Auto, LLC; Envision WC Au Auto, LLC; Envision WC CDJR Auto, LLC; Envision Ce LRJ Auto, LLC; Envision Mps Hon Auto, LLC; Envision Vta Fd Auto, LLC; Envision Roc MB Auto, LLC; Envision Sac MB Auto, LLC; Envision EDH MB Auto, LLC; Envision Dte Fd Auto, LLC; Envision WC Toy Auto, LLC; Envision Nwk Toy Auto, LLC; Envision Mps Toy Auto, LLC; Envision Motors Management, LLC; Envision Motors REH, LLC; Envision Motors Holdings, LLC; Envision Rent-a-Car, LLC; Envision Escondido Auto, LLC; Envision Motors Investments Toy WC, LLC; Envision Motors Investments, LLC; Simon Ayman Sarriedine and Frank Zarabi.

WHEREAS, on March 19, 2025, Plaintiffs Mercado, along with Plaintiffs Hakob Manoukian and Shakib Ahmad Ansari executed a Memorandum of Understanding in which the Parties agreed that Plaintiff Mercado would file a Joint Stipulation for First Amended Complaint ("the Action" or "Lawsuit") in this matter, Case No. 23PSCV00640 consolidating the claims in all three actions in Case Nos. 23PSCV02903, 21PSCV006040 and 23PSCV00640 by adding Plaintiffs Hakob Manoukian, and Shakib Ahmad Ansari as Plaintiffs and adding Defendants Envision WC MB Auto, LLC; Envision WC Au Auto, LLC; Envision FS MB Auto, LLC; Envision WC CDJR Auto, LLC; Envision Ce LRJ Auto, LLC; Envision Mps Hon Auto, LLC; Envision Vta Fd Auto, LLC; Envision Roc MB Auto, LLC; Envision Sac MB Auto, LLC; Envision EDH MB Auto, LLC; Envision Dte Fd Auto, LLC; Envision WC Toy Auto, LLC; Envision Nwk Toy Auto, LLC; Envision Mps Toy Auto, LLC; Envision Motors Management, LLC; Envision Motors REH, LLC; Envision Motors Holdings, LLC; Envision Rent-a-Car, LLC; Envision Escondido Auto, LLC; Envision Motors Investments Toy WC, LLC; Envision Motors Investments, LLC; (collectively "Envision Motors Entities"); and individual owners Simon

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Ayman Sarriedine and Frank Zarabi (collectively with the Envision Motors Entities, the "Defendants") (collectively, the Envision Motor Entities Defendants and Plaintiffs Manoukian, Mercado and Ansari shall hereinafter be referred to as "the Parties");

WHEREAS, the Parties to this action intend to submit a stipulation to file a First Amended Complaint to add Plaintiffs Manoukian, and Ansari as named Plaintiffs and to add Defendants Envision WC MB Auto, LLC; Envision WC Au Auto, LLC; Envision WC CDJR Auto, LLC; Envision Ce LRJ Auto, LLC; Envision Mps Hon Auto, LLC; Envision Vta Fd Auto, LLC; Envision Roc MB Auto, LLC; Envision Sac MB Auto, LLC; Envision EDH MB Auto, LLC; Envision Dte Fd Auto, LLC; Envision WC Toy Auto, LLC; Envision Nwk Toy Auto, LLC; Envision Mps Toy Auto, LLC; Envision Motors Management, LLC; Envision Motors REH, LLC; Envision Motors Holdings, LLC; Envision Rent-a-Car, LLC; Envision Escondido Auto, LLC; Envision Motors Investments Toy WC, LLC; Envision Motors Investments, LLC; (collectively "Envision Motors Entities"); and individual owners Simon Ayman Sarriedine and Frank Zarabi as named Defendants to this Action. (collectively with the Envision Motors Entities, the "Defendants"). The First Amended Complaint will be the operative complaint in the Action once filed (the "Operative Complaint").

WHEREAS, the Action is a representative action under the Private Attorneys General Act (the "PAGA");

WHEREAS, the Parties recognize that in accordance with Labor Code Section 2699(l), court approval is required in the event of a settlement of a PAGA action on a representative basis;

WHEREAS, as explained in *Arias v. Superior Court*, 46 Cal.4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of a settlement thorough a motion for preliminary or final approval. See also *Mendoza vs. Nordstrom, Inc*., 2 Cal. 5th 1074 (2017) ("PAGA authorizes a representative action without the need for class certification."); *Baumann v. Chase Inv. Servs. Corp*., 747 F.3d 1117, 1123 (9th Cir. 2014) ("[A] PAGA suit is fundamentally different than a class action" in that "PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees

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opt out of a PAGA action."); *Williams v. Sup. Ct.*, 3 Cal.5th 531, 546-547 (2017) ("PAGA does not make other potentially aggrieved employees parties or clients of Plaintiff's Counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class.");

WHEREAS, the Parties seek to obtain the Court's approval of the "Settlement Agreement and Release of PAGA Claim" (the "PAGA Settlement Agreement") and resolve this matter in the most efficient manner possible;

WHEREAS, nothing contained herein, nor in effectuating Settlement of the Action, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the Released Parties to the PAGA Settlement Agreement. Indeed, Defendants deny and dispute each and every allegation of wrongdoing, including the allegations described herein;

WHEREAS, Plaintiffs' allege that Defendants failed to provide Plaintiffs' and all Aggrieved Employees with meal periods, failed to authorize and permit rest periods, failed to pay legally required overtime, failed to pay split shift differentials, failed to pay minimum wages, failed to timely pay wages upon termination, failed to timely pay wages during employment in accordance with Labor Code section 204, failed to provide complete and accurate wage statements, failed to keep complete and accurate payroll records, failed to pay reporting time pay, failed to provide notice of sick time leave and accrual, failed to pay wages on time, failure to timely pay wages upon discharge or resignation, and failed to reimburse necessary business-related expenses and costs. Plaintiff alleges that this underlying conduct gives rise to a claim for penalties pursuant to Labor Code Section 2698, et seq.;

WHEREAS, Defendants deny that they have engaged in any unlawful activity, failed to comply with the law in any material respect, or have any liability to anyone under the claims asserted in the Action;

WHEREAS, after the filing of the PAGA Complaint, the Parties engaged in extensive investigation including participating in extensive informal discovery. The information and documentation exchanged included, but was not limited to, information about the number of

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Aggrieved Employees, the number of pay periods at issue, and the number of current and former employees. In addition, the Parties exchanged numerous documents evidencing a substantial, randomized sampling of time records, paystubs, personnel records, and policies. The Parties engaged in good faith arm's length negotiations, and participated in two full days of mediation, with respected wage and hour mediators. First on August 14, 2024, with Gig Kyriacou, and again on February 27, 2025, with Kelly Knight, which resulted in a Settlement Agreement resolving this case. The Parties executed an agreement to settle in light of all known facts and circumstances-including Plaintiffs', and Plaintiffs' Counsel's (as defined by the Settlement Agreement) recognition of the expense and length of continued proceedings necessary to litigate the case through trial and through any possible appeals. Plaintiffs also considered the uncertainty and risk of the outcome of further litigation, and the difficulty and delays inherent in such litigation. Plaintiffs' and Plaintiffs' Counsel also considered the burdens of proof necessary to establish liability of the claims asserted in the case, both generally and in response to Defendants' defenses, and the difficulties in establishing penalties, and other relief sought in the case, particularly where, as here, Plaintiffs' may face difficulty obtaining the cooperation of Aggrieved Employees who are current employees, given their likely reluctance to aid in the prosecution of a lawsuit against their employer. Based on the foregoing, Plaintiffs' and Plaintiffs' Counsel determined that the Settlement set forth in the PAGA Settlement Agreement is fair, adequate, and reasonable and is in the best interests of the Aggrieved Employees;

WHEREAS, the Parties have reached a settlement of the Released PAGA Claims of the Aggrieved Employees, who are defined as: all current and former non-exempt employees employed by Defendants for at least one day during the PAGA Period in California at any time between June 3, 2020 to the date the PAGA settlement is approved;

WHEREAS, the Parties have documented the settlement of the Action in a fully executed agreement entitled SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIM (hereinafter, "PAGA Settlement Agreement") attached to the Kazandjian Decl." as **Exhibit 1**;

WHEREAS, upon the entry of the Final Judgment and effective on the date when Defendants' fully fund the entire gross settlement amount, each Aggrieved Employee (including

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Plaintiffs'), shall, for the period June 3, 2020 to the date the PAGA settlement is approved; fully release and forever discharge Defendants from the Released PAGA Claims as defined in the PAGA Settlement Agreement;

WHEREAS, counsel for the Parties conducted a thorough investigation of both the factual and legal issues affecting the strengths and weaknesses of Plaintiffs' claims and potential recovery. Defendants produced information about the number of potentially Aggrieved Employees and the number of pay periods at issue. The Parties also had substantial discussions regarding the core factual and legal issues of the case. This allowed the Parties to reach a reasoned and informed resolution of this matter;

WHEREAS, based on their own independent investigations and evaluations, Plaintiffs' and their counsel are of the opinion that the settlement for the consideration and on the terms set forth in the attached PAGA Settlement Agreement is fair, reasonable and adequate and is in the best interests of the Plaintiffs', the Aggrieved Employees, and the State of California in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Plaintiffs' Counsel believes that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the settlement for each Aggrieved Employee is fair, reasonable and adequate, given the inherent risk of litigation.

WHEREAS, Plaintiffs' and their counsel recognize the risks inherent in PAGA actions, including courts' discretion to reduce the amount of civil penalties. See *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) ("[U]nder section 2699, subdivision €(2) a trial court may exercise its discretion to award lesser penalties based on the enumerated considerations.") (emphasis in original) (internal quotation marks and citations omitted). Specifically, the trial court may reduce the civil penalty if declining to do so "would result in an award that is unjust, arbitrary, oppressive, or confiscatory based on the facts and circumstances of [the] case." *Id*. Courts routinely exercise this discretion in the rare PAGA cases that proceed to trial and obtain a successful verdict. See, e.g., *Fleming v. Covidien Inc.*, 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011) (awarding PAGA penalties of $500,000.00 instead of maximum recovery of $2.8 million); cf. *Aguirre v. Genesis Logistics*, 2013 WL 10936035 at *2-*3 (C.D.

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Cal. Dec. 30, 2013) (after granting summary judgment, awarding PAGA penalty of $500,000.00 instead of maximum recovery of $1.8 million);

WHEREAS, the Plaintiffs' evaluation of the risk and reasons for settlement are detailed in the concurrently filed "Kazandjian Decl.";

WHEREAS, the Parties provided notice of the proposed settlement to the LWDA as required by PAGA (**Exhibit 4** to the Kazandjian Decl.);

WHEREAS, prior to the submission of this Stipulation, the Parties met and conferred and agreed upon a Proposed Final Order and Judgment;

IT IS HEREBY STIPULATED AND PROPOSED BY THE PARTIES HERETO AS FOLLOWS:

The Parties stipulate and jointly propose that the Court approve the following terms of the fully executed PAGA Settlement Agreement, which includes the following key terms:

a) As consideration for the settlement described herein and the release contained in the PAGA Settlement Agreement, Defendant Envision WC MB Auto, LLC; Envision WC Au Auto, LLC; Envision WC CDJR Auto, LLC; Envision Ce LRJ Auto, LLC; Envision Mps Hon Auto, LLC; Envision Vta Fd Auto, LLC; Envision Roc MB Auto, LLC; Envision Sac MB Auto, LLC; Envision EDH MB Auto, LLC; Envision Dte Fd Auto, LLC; Envision WC Toy Auto, LLC; Envision Nwk Toy Auto, LLC; Envision Mps Toy Auto, LLC; Envision Motors Management, LLC; Envision Motors REH, LLC; Envision Motors Holdings, LLC; Envision Rent-a-Car, LLC; Envision Escondido Auto, LLC; Envision Motors Investments Toy WC, LLC; Envision Motors Investments, LLC; (collectively "Envision Motors Entities"); and individual owners Simon Ayman Sarriedine; Frank Zarabi agree to make a payment of $1,875,000.00 in connection with the PAGA Settlement ("Settlement Payment"). The Settlement Payment will be allocated as follows: (a) PAGA Counsel's (as defined by the PAGA Settlement Agreement) attorneys' fees up to the requested amount of 35% of the Settlement Payment ($656,250.00); (b) PAGA Counsel's request for reimbursement of litigation costs in the amount of up to $40,000.00; (c) PAGA Settlement Administration costs of up to $9,906.00 to be paid to the Settlement Administrator; (d) Representative Enhancement Award of up to $10,000.00, each, to

HAIG B. KAZANDJIAN LAWYERS, APC
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Plaintiffs' Antonio Mercado, Hakob Manoukian, and Shakib Ahmad Ansari (for a total of $30,000.00); and (e) the remainder of the Settlement Payment after deducting the items (a), (b), (c) and (d) herein shall be designated as PAGA Penalties, which are estimated to be $1,138,844.00 and will be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i) with seventy-five percent (75%) paid to the LWDA ($854,133.00) and twenty-five percent (25%) paid to the Aggrieved Employees (PAGA Members) ($284,711.00) on a pro-rata basis, which is further explained below. Each PAGA Member's pro-rata share of the PAGA Penalty Fund represents their Individual Settlement Payment.

b) Individual Settlement Calculation. Plaintiffs' and the Aggrieved Employees shall receive a pro rata share of the twenty-five percent (25%) of the PAGA Penalties allocated to Aggrieved Employees (estimated to be $284,711.00). Plaintiffs' and each Aggrieved Employee's Individual PAGA Payment shall be determined by multiplying the twenty-five percent (25%) of PAGA Penalties allocated to the Aggrieved Employees by the (a) the number of PAGA Pay Periods worked by that employee divided by (b) the total number of PAGA Pay Periods worked by all Aggrieved Employees (including Plaintiffs'). All Individual PAGA Payments made to Aggrieved Employees will be reported on an IRS Form 1099.

c) As part of the request for approval of this PAGA Settlement Agreement, PAGA Counsel requests court approval of thirty five percent (35%) of the Settlement Payment, which is $656,250.00 in attorneys' fees from the Settlement Payment. PAGA Counsel requests a reimbursement in the amount of up to $40,000.00 for actual costs incurred by PAGA Counsel as set forth in the attached Kazandjian Decl. from the Settlement Payment.

d) If Plaintiffs' Counsel's request for such amounts is not approved and is reduced by the Court, any amount not approved and/or reduced by the Court will be paid to the Aggrieved Employees and the LWDA. Defendants agree not to oppose a fee request by Plaintiff's Counsel in the foregoing amount or less. Any award for attorneys' fees and costs awarded to PAGA Counsel ("PAGA Counsel Fees and Costs") shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the Action and all work remaining to be performed in fully and finally resolving the Action,

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including but not limited to securing Court approval of the settlement, appearing at hearings, making sure that the settlement is fairly and properly administered, defending the settlement in any appeal or other post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur. PAGA Counsel will be solely and legally responsible to pay all applicable taxes on the PAGA Counsel Fees and Costs.

e) Subject to the Court approval of this Settlement, the payment of the Settlement amounts shall be paid as follows:

(1) Defendant will fund the settlement administrator a total of $1,875,000.00 no later than thirty (30) days after the Effective Date (as defined by the Settlement Agreement, the Effective Date means the date by when both of the following have occurred: (a) the Court enters an order Approving the PAGA Settlement and the other is final. The order is final the day it is entered by the Court.

(2) No later than thirty (30) calendar days after the Effective Date Defendant shall provide the settlement administrator a list of Aggrieved Employee ("Aggrieved Employee Data") containing the (1) name; (2) last known home address; (3) the social security number; and (4) the number of pay periods for each Aggrieved Employee in the PAGA Period. Neither the Aggrieved Employee Data nor any information contained therein shall be distributed to PAGA Counsel at any time. The settlement administrator will distribute the checks to the Aggrieved Employees, at a cost not exceeding $9,906.00, which shall come from the Settlement Payment.

(3) Within five (5) business days after Defendant funds the Gross Settlement Amount, the settlement administrator will cause payment of checks to PAGA Counsel for the total amount of Counsel Fees & Costs, as defined herein, as follows: (a) a Representative Enhancement Award of $10,000.00, each, to Plaintiffs' Antonio Mercado, Hakob Manoukian, and Shakib Ahmad Ansari (for a total of $30,000.00) in exchange for a general release; (b) PAGA Counsel for the

HAIG B. KAZANDJIAN LAWYERS, APC
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total amount of PAGA Counsel Fees & Costs, as defined herein as follows: (1) $656,250.00 paid to PAGA Counsel for attorneys' fees; (2) up to $40,000.00 paid to PAGA Counsel for costs; (c) payment to the LWDA for penalties; and (d) payment to all Aggrieved Employees. Disbursement of Plaintiff's Representative Enhancement Award and PAGA Counsel Fees & Costs shall not precede disbursement of the Individual PAGA Payments;

(4) Concurrently with sending each Aggrieved Employee their share of the Settlement Amount, the Claims Administrator will include a "Notice of PAGA Action Settlement" (attached to the Kazandjian Decl. as **Exhibit 2**) along with each Aggrieved Employee's check. The settlement administrator shall send each Aggrieved Employee their check via U.S. First Class mail to each Aggrieved Employee's address with directions to the Postmaster to return all undeliverable mail to the settlement administrator. For each returned check/notice that is returned as undeliverable, the settlement administrator shall promptly attempt to locate the Aggrieved Employee's by using an address refresher database.

(5) Settlement checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. If there are uncashed checks following this period, the settlement administrator will send those uncashed funds to the State of California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee who did not cash his or her check.

f) The Parties as part of their Joint Stipulation Requesting Approval of Representative Action Settlement will submit concurrently herewith a Proposed Final Order seeking Court approval of the PAGA Settlement Agreement; approval of the amount of PAGA Counsel Fees & Costs; and permanently barring all Aggrieved Employees from prosecuting any Released PAGA Claims released in this Settlement against Defendants. If there is a conflict between the language of this Stipulation and the language of the PAGA Settlement Agreement attached to the Kazandjian Decl. as **Exhibit 1**, the language of the PAGA Settlement Agreement shall control.

HAIG B. KAZANDJIAN LAWYERS, APC
801 N. Brand Blvd., Suite 1015
Glendale, CA 91203
Tel: (818)696-2306 Fax: (818)696-2307

DATED: May 13, 2025

HAIG B. KAZANDJIAN LAWYERS, APC

/s/ Cathy Gonzalez

By: ______________________________
Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Attorneys for Plaintiffs

DATED: May 6, 2025

GORDON REES SCULLY MANSUKHANI, LLP

By:_______________________

Matthew Theriault
Daniela Theriault
Debra Meppen
Attorneys for Defendants

HAIG B. KAZANDJIAN LAWYERS, APC
801 N. Brand Blvd., Suite 1015
Glendale, CA 91203
Tel: (818)696-2306 Fax: (818)696-2307

~~[PROPOSED]~~ ORDER AND JUDGMENT

The Court, having reviewed the Parties' Settlement Agreement and Release (the "Settlement" or "Settlement Agreement") attached as Exhibit 1 to the concurrently-filed Kazandjian Declaration, together with the Stipulation of the Parties and the Declaration of Haig B. Kazandjian and exhibits attached thereto, hereby ORDERS AND ADJUDGES:

1. The Court finds the Settlement was entered into in good faith, that the settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law.

2. The Court approves the penalties to be paid to the PAGA Claims Members and the State of California as set forth in the Settlement, pursuant to Labor Code § 2699(l). The Court further approves all payments to be made to Plaintiff's counsel, Plaintiffs, and the Settlement Administrator, based on the terms of the Settlement.

3. Upon entry of this Order and Judgment, the Parties and the Settlement Administrator shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

4. Judgment is hereby entered in accordance with the Settlement Agreement and this Court shall retain continuing jurisdiction over the construction, interpretation, implementation, and enforcement of the Settlement, in accordance with its terms, and over the administration and distribution of the settlement proceeds pursuant to California Code of Civil Procedure section 664.6 and other appliable law.

IT IS SO ORDERED.

Dated: 05/29/2025

Benjamin P. Hernandez-Stern / Judge

Honorable Benjamin P. Hernandez-Stern
JUDGE OF THE SUPERIOR COURT

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 801 North Brand Boulevard, Suite 1015, Glendale, California 91203.

On May 13, 2025 I served the foregoing document(s) described as: **STIPULATION AND [PROPOSED] ORDER FOR REQUESTING APPROVAL OF REPRESENTATIVE PAGA SETTLEMENT AND ENTRY OF JUDGMENT THEREON;** by method indicated below, on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

GORDON REES SCULLY MANSUKHANI, LLP
Debra Ellwood Meppen, Esq.
dmeppen@grsm.com
Matthew T. Theriault, Esq.
mtheriault@grsm.com
Daniela Theriault, Esq.
Dtheriault@grsm.com
Attorneys for Envision Defendants

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C
Carolyn B. Hall, Esq.
Gregory C.Cheng, Esq.
gregory.cheng@ogletree.com;
carolyn.hall@ogletree.com
Attorneys for Von Housen Defendants

[X] **BY ELECTRONIC MAIL:** I transmitted the foregoing document(s) by electronic mail from **ryan@hbklawyers.com** to the electronic mail addresses indicated on the attached mailing list. The transmission was reported as complete and without error.

[**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 May 13, 2025 at Glendale, California.

/s/ Ryan Shahbazian

Ryan Shahbazian

HAIG B. KAZANDJIAN LAWYERS, APC
801 N. Brand Blvd., Suite 1015
Glendale, CA 91203
Tel: (818)696-2306 Fax: (818)696-2307