

1 **JUSTICE FOR WORKERS, P.C.**

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7 Attorneys for Plaintiff JUAN ARIAS

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF ORANGE**

11 JUAN ARIAS, an aggrieved employee and on
12 behalf of other aggrieved employees;

13 Plaintiff,

14 vs.

15 CONTACTABILITY.COM LLC, an Ohio
16 limited liability company; and DOES 1 through
17 50,

18 Defendants.

Case No.: 30-2023-01352000-CU-OE-CXC

[Assigned for All Purposes to:
Hon. Layne H. Melzer, Dept. CX102]

**SUPPLEMENTAL DECLARATION OF
WILLIAM C. SUNG IN SUPPORT OF
MOTION FOR APPROVAL OF PAGA
SETTELEMENT, ATTORNEY'S FEES
AND COSTS, AND ENHANCEMENT
AWARD**

(Filed Concurrently with Supplemental
Declaration of William C. Sung; Proof of
Service on LWDA; and [Amended Proposed]
Judgment and Order)

DATE: March 26, 2026

TIME: 2:00 p.m.

DEPT: CX102

Reservation ID: Per February 6, 2026 Court
Order

Action Filed: September 29, 2023

Trial Date: Not Set

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been
3 admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers,
4 P.C., counsel of record for Plaintiff Juan Arias (“Plaintiff”) in this action. I am lead counsel for
5 Plaintiff in this case and I have personal knowledge of the matters stated herein and if called and
6 sworn as a witness, I would and could competently testify under oath thereto.

7 2. The Net Settlement Amount to distribute to Aggrieved Employees is estimated at
8 \$23,868.44. There are approximately 2,596 PAGA pay periods, which yields a per-pay period value
9 of \$9.19. The highest number of pay periods worked by an Aggrieved Employee is 69, which
10 results in a high Individual PAGA Award of \$634.41, and the lowest number of pay periods worked
11 by an Aggrieved Employee is 1, which results in a low Individual PAGA Award of \$9.19.

12 3. There are no fee-splitting or referral fee arrangements.

13 4. Attached as **Exhibit 1** is a true and correct copy of Plaintiff’s individual settlement
14 agreement.

15 5. Attached as **Exhibit 2** is a true and correct copy of Plaintiff’s mediation invoice with
16 Momentum ADR, Inc.

17 6. Attached as **Exhibit 3** is a true and correct copy of Plaintiff’s expert data analyst
18 invoice with Accuratus Data Consulting.

19 7. Attached as **Exhibit 4** is a true and correct copy of the revised Explanatory Letter in
20 redline format.

21 8. Attached as **Exhibit 5** is a true and correct copy of the revised Explanatory Letter in
22 clean format.

23 9. The Explanatory Letter has been translated into Spanish by the Settlement
24 Administrator pursuant to Section IV.3. of the Agreement. Attached as **Exhibit 6** is a true and
25 correct copy of the revised Explanatory Letter translated into Spanish by the Settlement
26 Administrator.

27 10. Attached as **Exhibit 7** is a true and correct copy of the Amended Proposed Order in
28 redline format.

1 I declare, under penalty of perjury under the laws of the State of California, that the
2 foregoing is true and correct.

3 Executed on February 24, 2026 at Los Angeles, California.

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6 William C. Sung
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EXHIBIT 1

CONFIDENTIAL SETTLEMENT AND GENERAL RELEASE AGREEMENT

This Confidential Settlement and General Release Agreement (the “Individual Settlement Agreement”) is entered into by and between Plaintiff Juan Arias (“Plaintiff”) and Defendant Contactability.com LLC (“Defendant”). Plaintiff and Defendant are collectively referred to as “Parties.”

RECITALS

A. On September 29, 2023, Plaintiff filed a Representative Action Complaint for Violation of the California Private Attorneys General Act (Labor Code § 2698, *et seq.*) (the “PAGA Action”). In the PAGA Action, Plaintiff seeks civil penalties under PAGA and alleges Defendant: (1) failed to pay all minimum, overtime, and paid sick leave wages due; (2) failed to provide meal and rest periods or payment of all meal or rest period premiums due; (3) failed to pay all wages due upon separation of employment; (4) failed to timely pay wages; (5) failed to furnish accurate, itemized wage statements; (6) failed to maintain accurate employment records; (7) failed to pay all reporting time and call-back premiums due; (8) failed to reimburse all necessary business expenses; (9) required Aggrieved Employees to sign unlawful non-compete agreements

B. On or around October 23, 2023, the Parties stipulated to arbitrate Plaintiff’s individual claims and stay representative PAGA claims.

C. On May 2, 2024, Plaintiff filed a Demand for Arbitration, American Arbitration Association Case No. Case No. 01-24-0004-7409 (the “Arbitration”). In the Arbitration, Plaintiff seeks unpaid wages and penalties for (a) failing to pay all earned overtime compensation; (b) meal period violations; (c) rest period violations; (d) wage statement penalties; (e) waiting time penalties; (f) failure to reimburse business expenses; (g) failing to pay all earned wages at least twice during each calendar month; (h) failure to maintain accurate payroll records; (i) requiring Plaintiff to sign unlawful non-compete and non-solicitation agreements (“Plaintiff’s non-PAGA Claims”).

D. On March 21, 2025, the Parties participated in mediation before mediator Tagore Subramaniam, Esq. With the assistance of Mr. Subramaniam, the Parties agreed to fully and finally resolve Plaintiff’s non-PAGA claims in the Arbitration and separately and subject to Court approval, the PAGA Action.

E. This agreement resolves Plaintiff’s non-PAGA claims in Arbitration stemming from Plaintiff’s employment with Defendant (“Individual Settlement Agreement.”) Concurrent with this Individual Settlement Agreement, the Parties are executing a settlement agreement resolving the representative claims in the PAGA Action (hereinafter “PAGA Settlement Agreement”), which is incorporated by reference as though fully set forth herein.

F. Except for the PAGA Released Claims (as defined in the PAGA Settlement Agreement), which will be resolved through the PAGA Settlement Agreement, the Parties wish to avoid the expense of further proceedings on Plaintiff’s non-PAGA Claims and desire to resolve any and all claims alleged, or that could be alleged by Plaintiff arising out of or in

connection with Plaintiff's employment with Defendant, payment of wages and the cessation of Plaintiff's employment thereof.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and understandings contained herein, and as full and final settlement of all of Plaintiff's claims, except for the PAGA Released Claims, the Parties agree as follows:

1. CONSIDERATION

In exchange for Plaintiff's execution of this Agreement and the undertakings set forth herein, and for no other reason, Defendant will pay Plaintiff the total sum of Twenty Thousand Dollars and Zero Cents (\$20,000.00) (the "Settlement Sum"), to be paid as follows:

- a. By check payable to "Justice for Workers Client Trust Account" in the amount of Eighteen Thousand Dollars and Zero Cents (\$18,000.00), which shall be reported on an IRS Form 1099, without any taxes or withholdings, which sum represents Plaintiff's claimed and disputed damages arising out of Plaintiff's non-PAGA Claims as well as attorneys' fees, costs, interest, and penalties relating to such claims and/or otherwise against Defendant;
- b. By check payable to "Juan Arias" in the amount of Two Thousand Dollars and Zero Cents (\$2,000.00) less lawful payroll taxes and withholdings, which shall be reported as wages on an IRS form W-2 to Plaintiff, which sum represents Plaintiff's claimed and disputed unpaid wages arising out of Plaintiff's non-PAGA Claims and/or otherwise against Defendant.

The Settlement Sum shall be sent by overnight mail with tracking to William C. Sung, Justice for Workers, P.C., 9575 Bolsa Avenue, Westminster, CA 92683 on or before the Due Date. The Parties understand and agree that payment by check is a material term of the Individual Settlement Agreement. Payment is not to be made by wire without express confirmation by both video conference and in writing by William C. Sung. Upon delivery of the Settlement Sum, Defendant will have fully met its obligations under this Agreement and will not be liable in any manner for the distribution, division or payment of any portion of the Settlement Sum to or between any legal counsel that Plaintiff may have retained and/or consulted relating to Plaintiff's non-PAGA claims, including but not limited to William C. Sung, Justice for Workers, P.C. By execution of this Agreement, Plaintiff authorizes payment to be made as set forth in this Paragraph.

2. TIMING

Defendant shall have no obligation to provide the Settlement Sum as set forth in Paragraph 1 above, until 30 days after all of the following have occurred: (a) Counsel has provided Defendant, through its counsel, with a copy of this Agreement, executed by Plaintiff and approved as to form by his counsel; (b) this Agreement has become Effective as set forth in Paragraph 4 below; (c) Counsel has provided Defendant, through its counsel, with Plaintiff's and Counsel's executed IRS form W9; (d) Counsel has provided Defendant, through its counsel, with Plaintiff's executed IRS form W4; and (e) the Court has entered a Final Order and Judgment in relation to the representative claims in the PAGA Action (hereinafter referred to as

the "Due Date.")

3. NO REPRESENTATIONS REGARDING TAXABILITY

Plaintiff understands and agrees that Plaintiff is responsible for payment of any taxes which are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement and the Settlement Sum above. Plaintiff acknowledges that no representations regarding the tax consequences of the Settlement Sum have been made by Defendant or its counsel to Plaintiff or his Counsel. Plaintiff agrees that in the event that some federal, state, or local agency takes the position that taxes should have been withheld from the Settlement Sum pursuant to this Agreement, that Plaintiff will be solely responsible for payment of any such alleged tax obligations and will indemnify and hold Defendant harmless from any resulting tax liability, interest, attorneys' fees, or penalty associated therewith.

4. ACKNOWLEDGMENT OF RIGHTS OF WAIVER OF CLAIMS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT

Plaintiff acknowledges that Plaintiff is knowingly and voluntarily waiving and releasing any rights Plaintiff may have under the Age Discrimination in Employment Act ("ADEA"). Plaintiff also acknowledges that the consideration given for the waiver and release in this Agreement is in addition to anything of value to which Plaintiff was already entitled. Plaintiff further acknowledges that Plaintiff has been advised by this in writing, as required by the Older Workers' Benefit Protection Act, that: (a) Plaintiff's waiver and release does not apply to any rights or claims that may arise after the date of execution of this Agreement; (b) Plaintiff should consult with an attorney prior to executing this Agreement; (c) Plaintiff has at least twenty-one (21) days to consider this Agreement (although Plaintiff may by Plaintiff's own choice execute this Agreement earlier); (d) Plaintiff has seven (7) days following Plaintiff's execution of this Agreement to revoke this Agreement; and (e) this Agreement shall not be effective until the date upon which the revocation period has expired ("Effective Date"). Plaintiff may revoke this Agreement only by giving formal written notice of Plaintiff's revocation to Christine Baran of Fisher & Phillips LLP, located at 2050 Main Street, Suite 1000, Irvine, CA 92614 to be received by the close of business on the seventh day following Plaintiff's execution of this Agreement. Should Plaintiff exercise his rights to revoke this Agreement and does so timely, he will not be entitled to the Settlement Sum and this Agreement will be deemed null and void.

5. RELEASE OF CLAIMS

In consideration for the Settlement Sum referenced in paragraph 1 of this Agreement, Plaintiff and his heirs and assigns hereby irrevocably and unconditionally release, acquit and forever discharge Defendant, all its subsidiaries, parents, predecessors, successors, investors, affiliates, current and former employees, professional employer organizations (PEO), staffing agencies, managing agents, servants, consultants, agents, directors, members, officers, independent contractors, representatives, insurers and reinsurers and attorneys (and the current and former servants, agents, employees, PEO's, or staffing agencies, directors, officers, independent contractors, representatives, consultants, insurers, reinsurers and attorneys of any such subsidiaries, parents, predecessors, successors, or affiliates), and all persons acting by,

through, under and/or in concert with any of them, and each of their respective heirs, successors, and assigns (hereinafter collectively referred to as "Releasees" or "Released Parties"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, filed or unfiled, in connection with Plaintiff's non-PAGA Claims, Plaintiff's employment with Defendant, and/or including but not limited to, employment claims, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort including defamation, or any legal restrictions on Defendant's right to hire, refusal to hire or terminate its employees, or any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act (which Acts prohibit discrimination based upon race, religion, sex, sexual orientation, age, color, national origin, disability, medical condition and marital status); (4) Section 503 of the Rehabilitation Act of 1973; (5) The Fair Labor Standards Act (including Equal Pay Act); (6) the California and the United States Constitution; (7) The California Labor Code including any and all provisions authorizing Plaintiff to seek relief under California Labor Code section 132(a); (8) the California Business and Professions Code Section 17200, *et. seq.*; (9) the Employee Retirement Income Security Act, as amended; (10) the Family and Medical Leave Act; (11) the California Family Rights Act; (12) the Americans with Disabilities Act; (13) The California Pregnancy Discrimination Act; (14) the Worker Adjustment and Retraining Notification Act; (15) The National Labor Relations Act; (16) the Immigration Reform and Control Act; (17) the California Government Code; (18) The California Wage Orders, and; (19) California's Occupational Safety and Health Act, or the Federal equivalent (20) Families First Coronavirus Relief Act (hereinafter collectively referred to as "Claim" or "Claims"), which Plaintiff now has, owns or holds, or claims to have, own or hold, or which Plaintiff at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees up to and including, as of the Effective Date of this Agreement as set forth in paragraph 4 above. Expressly excluded from this general release are Plaintiff's PAGA Released Claims, as defined in the PAGA Settlement Agreement.

Plaintiff further hereby states that it is Plaintiff's intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs hereinabove released. Plaintiff further agrees to waive and relinquish all rights and benefits, if any, arising under the provisions of section 1542 of the Civil Code of the State of California, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The foregoing waivers and releases shall not be construed in any way to waive any right to pursue state disability benefits or any rights or benefits that may not be waived pursuant to

applicable law, including, without limitation, claims for worker's compensation, other than a 132a claim, unemployment benefits, or other claims expressly exempt from waiver by law.

Nothing in this Agreement shall be construed to prohibit Plaintiff from filing a charge or assisting others in filing a charge with or participating in any investigation or proceeding conducted by the EEOC, the NLRB, the SEC, other US government agencies, or a comparable state or local agency. Notwithstanding the foregoing, Plaintiff agrees to waive Plaintiff's right to recover monetary damages or other relief in any charge, complaint, or lawsuit filed by Plaintiff or by anyone else on Plaintiff's behalf.

6. NO PENDING CLAIMS

Plaintiff agrees and covenants not to file any other suit, charge or complaint against Defendant and/or Released Parties in any court, arbitration provider or administrative agency, with regard to any claim, demand, liability or obligation arising out of Plaintiff's employment with Defendant, payment of wages during employment and/or separation from employment and/or Plaintiff's non-PAGA Claims. Plaintiff further represents that other than the Arbitration, the PAGA Action, any LWDA notices filed in relation to the PAGA Action, no claims, complaints, charges, or other proceedings are pending in any court, arbitration provider, administrative agency, commission or other forum relating directly or indirectly to Plaintiff's employment with Defendant. Since the intent of this Agreement is to bring to an end all claims, controversies, and causes of action Plaintiff may have or claim to have against Defendant, Plaintiff agrees to take all necessary steps to dismiss, with prejudice, and/or withdraw any claim or cause of action that may be contemplated, filed, or pending against the Defendant and/or Releasees.

7. ACKNOWLEDGMENT

Plaintiff agrees and acknowledges that the Settlement Sum is not required by Defendant's policies and procedures or otherwise, that this settlement resolves all of Plaintiff's claims in relation to disputed wages and that Defendant shall owe Plaintiff nothing further in relation to Plaintiff's non-PAGA claims once Plaintiff receives the Settlement Sum set forth in paragraph 1, above. Plaintiff agrees that California Labor Code section 206.5 is not applicable because there is a good faith dispute as to whether the Defendant owes Plaintiff any wages. Section 206.5 provides, in pertinent part, as follows: "An employer shall not require the execution of a release of claim right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made." Plaintiff further acknowledges that Plaintiff would not otherwise be entitled to the consideration set forth in this Agreement were it not for the covenants, promises, and releases set forth hereunder. Plaintiff further acknowledges and represents that Plaintiff has not filed a claim pursuant to California Labor Code section 132(a) and states, affirms and acknowledges that Plaintiff has no factual basis to file any charge against Defendant under Labor Code Section 132(a) for retaliatory termination.

8. MUTUAL NON-DISPARAGEMENT AND NON-INCITEMENT

Plaintiff agrees and promises that Plaintiff will not disparage, harass, or make any private or public comments (on social media or otherwise), statements or writings that are disparaging of Defendant and its subsidiaries SmartFinancial.com Insurance LLC, Cyber Technology II, LLC and

Smart National Insurance, LLC and their current or former members, and/or employees. Plaintiff also represents and warrants that it will not make any defamatory statements regarding Defendant or Released Parties. Plaintiff further agrees and promises that Plaintiff will not induce, incite or entice current or former employees of Defendant to assert claims of discrimination, harassment, retaliation, wrongful and/or constructive discharge or termination, claims for unpaid wages, including overtime, violations of California's Labor Code and the Industrial Welfare Commission wage orders, unlawful business practices, or any other claims, based in tort or contract, against Defendant or Released Parties, or any managers, supervisors, or employees of Defendant or Released Parties by any other person. Nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful. This Section is not intended to prevent cooperation through investigation, testimony, or otherwise with an administrative agency or court. This Section is also not intended to prevent Plaintiff from exercising any other rights protected by law, including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of the Settlement Sum under this Agreement, when the communication is not so disloyal, reckless, or maliciously untrue as to lose the protection of the law.

Defendant agrees and promises that its members and/or executive team will not disparage, harass, or make any public comments (on social media or otherwise), statements or writings that are disparaging of Plaintiff. This Section is not intended to prevent cooperation through investigation, testimony, or otherwise with an administrative agency or court.

9. CONFIDENTIALITY

Plaintiff agrees that Plaintiff will keep the facts and terms of this Individual Settlement Agreement completely confidential, and that Plaintiff will not hereafter disclose any information concerning this Individual Settlement Agreement to anyone other than Plaintiff's attorneys, spouse, and/or accountants, provided that any party hereto may make such disclosures as are required by law and as are necessary for legitimate law enforcement or compliance purposes. Plaintiff may also disclose the facts and terms of this Individual Settlement Agreement to the Court to obtain Court approval of the PAGA Settlement Agreement if requested by the Court.

However, nothing in this Individual Settlement Agreement shall prohibit the Parties from providing truthful information or testimony in response to any court order, subpoena, litigation, deposition, or government investigation, nor shall it prohibit the disclosure of factual information related to an act of sexual assault, an act of sexual harassment, an act of workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination, pursuant to California Code of Civil Procedure § 1001. Further, nothing in this Agreement prevents or restricts Plaintiff from enforcing his Section 7 rights under the National Labor Relations Act, participating in section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of Settlement Sum under this Agreement) or other otherwise cooperating with the National Labor Relation Board's investigative process through investigation, testimony, or otherwise with an administrative agency or court. The parties believe this confidentiality provision is reasonable and intend to comply with it.

10. NEUTRAL REFERENCE

Prospective employers shall be directed to Sheena Apte, Director of People Operations at 949-212-9088 for employment verification purposes. Defendant acknowledges that if prospective employers are directed to Sheena Apte and Defendant is requested by such prospective employers to provide information about Plaintiff, Defendant shall furnish only the following: (a) confirmation of employment dates and (b) position held.

11. DISMISSAL OF THE ARBITRATION

Plaintiff agrees that within 5 days of the Effective Date of this Agreement, Plaintiff through its counsel, will advise the American Arbitration Association Case No. Case No. 01-24-0004-7409, that Plaintiff's non-PAGA Claims have settled, and that the Arbitration shall be stayed until Defendant's obligations to pay the Settlement Sum has been met. Within 5 days after receipt of the Settlement Sum under this agreement, Plaintiff, shall request a dismissal, with prejudice, of the Arbitration matter.

12. ATTORNEYS' FEES AND COSTS

Except as provided in this Individual Settlement Agreement and the PAGA Settlement Agreement, each Party hereto shall bear all their attorneys' fees and costs arising from the actions of their own counsel in connection with the PAGA Action, the Arbitration, these settlement agreements, and the matters and documents referred to herein and all related matters. However, in the event of a breach of this Individual Settlement Agreement, the prevailing party in an action to enforce the agreement shall be entitled to recover their reasonable attorneys' fees and costs in connection with enforcing the agreement.

13. VOLUNTARY AGREEMENT

This release in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in the California Civil Code § 1541, that is, the extinguishment of obligations herein designated.

14. NEWLY DISCOVERED FACTS

Plaintiff acknowledges that Plaintiff may hereafter discover facts different from or in addition to those that Plaintiff now knows of or believes to be true when Plaintiff expressly agreed to assume the risk of the possible discovery of additional facts, and he agrees that this Agreement will be and remains effective regardless of such additional or different facts. Plaintiff expressly agrees that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, causes of action, governmental, regulatory or enforcement actions, charges, obligations, damages, liabilities, and attorneys' fees and costs, if any, as well as those relating to any other claims, demands, causes of action, obligations, damages, liabilities, charges, and attorneys' fees and costs specified herein.

15. RETENTION OF JURISDICTION TO ENFORCE SETTLEMENT AGREEMENT

The Parties hereto agree that the California Superior Court, County of Orange County, shall retain jurisdiction to enforce the terms of this Individual Settlement Agreement pursuant to California Code of Civil Procedure § 664.6.

16. SATISFACTION OF LIENS

Plaintiff hereby agrees, represents and warrants that Plaintiff shall have sole responsibility for the satisfaction of any and all liens (including Medicare or attorney liens) or assignments in law, equity, or otherwise, against any of the matters released herein, and that Plaintiff will fully satisfy all liens, if any, immediately upon receipt of the Settlement Sum. Plaintiff further represents, agrees and warrants that Plaintiff shall hold Defendant and/or Releasees harmless from, and indemnify Defendant and/or Releasees from, any liabilities or costs which they may incur as a result of any liens of any nature and/or Plaintiff's failure to satisfy any liens.

17. MISCELLANEOUS

A. Mutual Preparation and Drafting. The Parties have had a full opportunity to negotiate the terms and conditions of this Individual Settlement Agreement. The Parties agree that the terms and conditions of this Individual Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendant shall be considered the "drafter" of this Individual Settlement Agreement for purposes of having terms construed against that Party. This Individual Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Individual Settlement Agreement.

B. Successors. This Individual Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, assigns, administrators and successors.

C. Governing Law. This Individual Settlement Agreement shall be construed under and governed by the laws of the state of California. This Individual Settlement Agreement shall be deemed to have been entered into in the County of Orange, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Individual Settlement Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Individual Settlement Agreement, it shall be brought in the State of California, County of Orange.

D. Complete Agreement. The Parties each acknowledge and represent that this Individual Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of Plaintiff's non-

PAGA Claims. This Individual Settlement Agreement cannot be amended or modified except by a writing signed by counsel for the Parties hereto.

E. Authorization to Enter into Settlement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Individual Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Individual Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Individual Settlement Agreement.

F. Execution and Counterparts. This Individual Settlement Agreement is subject only to the execution of all Parties. However, the Individual Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and

G. Severability. If any term or provision of this Individual Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Individual Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

H. Waiver. No waiver of any condition or covenant contained in this Individual Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

I. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Individual Settlement Agreement, and further intend that this Individual Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms under California Code of Civil Procedure § 664.6 and any other applicable statute or law, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

J. Denial of Liability. The Parties expressly recognize that the making of this Individual Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Defendant specifically disclaims any wrongdoing and disclaims any liability to Plaintiff for any violation of Plaintiff's rights, including any violation of common law, statute, or contract. Nothing in this Individual Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used in relation to the Arbitration or PAGA Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Notwithstanding the foregoing, this Individual Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation or enforcement of the Individual Settlement Agreement or any orders or judgments of the Court entered into in connection therewith.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Individual Settlement Agreement, accept and agree to the provisions contained in this Individual Settlement Agreement and hereby execute it voluntarily and with full understanding of its consequences.

ACCEPTED AND AGREED:

07 / 25 / 2025
Dated: _____, 2025



Plaintiff Juan Arias

Dated: 7/30/25, 2025



Defendant Contactability.com LLC

Kevin Rockoff

Printed Name

General Counsel

Title

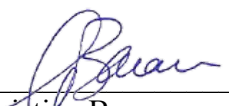
AGREED AS TO FORM AND CONTENT:

Dated: July 25, 2025



William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C
Attorneys for Plaintiff

Dated: July 29, 2025



Christine Baran
FISHER & PHILLIPS LLP
Attorneys for Plaintiff

EXHIBIT 2



Make Checks Payable to:
Momentum ADR, Inc.
2904 Beach Avenue
Venice, CA 90291
EIN: 99-3701127
info@momentumadr.com
www.momentumadr.com

INVOICE

BILL TO
JUSTICE FOR WORKERS, P.C.

INVOICE 1561
DATE 10/10/2024
TERMS Due on receipt

CASE NAME
Arias v. Contactability.com LLC

MEDIATION DATE
03/21/2025

CASE NUMBER
24-00892

DESCRIPTION	AMOUNT
Your share of Mediation Services – Tagore Subramaniam	9,250.00

Case Name: Arias v. Contactability.com LLC
Mediation Date: 03/21/25
Case Number: 24-00892

Payment Options:

1. Echeck
<https://secure.lawpay.com/pages/momentumadr/operating>
2. Credit Card
<https://secure.lawpay.com/pages/momentumadr/operating>
- 3, Mail Check to:
Momentum ADR
2904 Beach Avenue
Venice, CA 90291

BALANCE DUE

\$9,250.00

EXHIBIT 3



Accuratus Data Consulting

DATA DRIVEN INSIGHTS & SOLUTIONS

+1 (323) 875-6030 | accuratusdata@outlook.com | accuratusdata.github.io

INVOICE

Invoice #	1440
Invoice date	03/25/2025
Due date	04/25/2025

Bill To:

Justice For Workers, P.C.

DESCRIPTION	HOURS	RATE	AMOUNT
Case: Juan Arias v. Contactability.com Conducted meal period analysis by shift and pay period and formatted payroll records into analytical format	7.50	\$100/hr	\$750.00
TOTAL			\$750.00

Please make all checks payable to: Accuratus Data Consulting
2390 Portland St
Los Angeles, CA 90007

For invoice inquiries or information regarding electronic payment: accuratusdata@outlook.com

INVOICE

EXHIBIT 4

Re: *Payment from Juan Arias v. Contactability.com LLC*
Superior Court of California for County of Orange
Case No. 30-2023-01352000-CU-OE-CXC

SIMID
Name
Address

Dear **NAME**:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Juan Arias v. Contactability.com LLC*, Case No. 30-2023-0135200-CU-OE-CXC, pending in the Superior Court of California for the County of Orange (the “Action”).

The Action was filed against Contactability.com LLC (“Defendant”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiff Juan Arias (“Plaintiff”), a former employee of Defendant, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Defendant owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff’s claims, and on **DATE**, the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion Pursuant to PAGA, 75% of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency (“LWDA”) and ~~Another portion~~ 25% of the civil penalty settlement amount goes to employees of Defendant who were allegedly affected by the alleged violations of the Labor Code. By agreeing to this settlement, Defendant does not admit and expressly denies that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff’s claims.

The gross settlement amount is \$175,000. The gross settlement amount is disbursed as follow: (1) a payment in the amount of \$71,605.33, payable to the LWDA for civil penalties pursuant to PAGA; (2) individual PAGA payments totaling \$23,868.44, payable to aggrieved employees for civil penalties pursuant to PAGA; (3) an award of \$58,333.33 to Justice for Workers, P.C. for attorney’s fees pursuant to PAGA; (4) an award of \$12,217.89 to Justice for Workers, P.C. for attorney’s costs pursuant to PAGA; (5) a payment of \$5,000.00 to Plaintiff Juan Arias for his services to the State and aggrieved employees; and (6) payment in the amount of \$3,975.00 to the settlement administrator, Phoenix Settlement Administrators, for settlement administration costs.

To determine an aggrieved employee’s individual PAGA payment, the settlement administrator divided the amount of the aggrieved employees’ 25% share of the civil penalty settlement amount by the total number of pay periods worked by all aggrieved employees during the PAGA Period and multiply the result by the number of pay periods worked by that aggrieved employee.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash

your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller's Unclaimed Property Fund in your name. If you are still employed by Defendant, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only [and you do not release your individual claims for wages, premiums, and statutory penalties.-](#)

The release includes all claims for civil penalties under the PAGA that were alleged or reasonably could have been alleged based on the facts alleged in Plaintiff's governing complaint in the Action and/or notices submitted to the California Labor and Workforce Development Agency which arose from July 26, 2022 through May 20, 2025 (the "PAGA Period"), including claims for failure to pay overtime wages; failure to pay minimum wages including straight time and paid seek leave wages; any claims for additional wages owed due to "off the clock" work, rounding, and/or regular rate; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to timely pay all wages due including failure to timely pay final wages upon termination; failure to pay all wages earned at least twice during each calendar month; waiting time penalties; failure to pay timely wages during employment; wage statement violations and failure to furnish accurate wage statements; failure to keep and maintain accurate payroll records and records of hours worked and meal breaks; failure to reimburse expenses; failure to incorporate non-discretionary bonuses, incentive pay, production pay, performance pay, and/or shift differentials and commissions into the regular rate; unlawful non-compete and non-solicitation agreements in violation of Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 256, 432.5, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699.3 2800, 2802, 2804, and the applicable Wage Order and/or claims for attorneys' fees under Code of Civil Procedure section 1021.5 and/or claims for interest under Civil Code Sections 3287(b) and 3289, California Industrial Commission Wage Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith.

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at (____) ____-_____.-

[You can access case materials electronically by going to the Superior Court's website \(https://civilwebshopping.occourts.org/Login.do\) and entering the case number for this action \(30-2023-01352000-CU-OE-CXC\).](https://civilwebshopping.occourts.org/Login.do)

EXHIBIT 5

Re: *Payment from Juan Arias v. Contactability.com LLC*
Superior Court of California for County of Orange
Case No. 30-2023-01352000-CU-OE-CXC

SIMID
Name
Address

Dear **NAME**:

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The Action was filed against Contactability.com LLC (“Defendant”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiff Juan Arias (“Plaintiff”), a former employee of Defendant, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Defendant owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff’s claims, and on March 26, 2026, the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. Pursuant to PAGA, 75% of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency (“LWDA”) and 25% of the civil penalty settlement amount goes to employees of Defendant who were allegedly affected by the alleged violations of the Labor Code. By agreeing to this settlement, Defendant does not admit and expressly denies that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff’s claims.

The gross settlement amount is \$175,000. The gross settlement amount is disbursed as follow: (1) a payment in the amount of \$71,605.33, payable to the LWDA for civil penalties pursuant to PAGA; (2) individual PAGA payments totaling \$23,868.44, payable to aggrieved employees for civil penalties pursuant to PAGA; (3) an award of \$58,333.33 to Justice for Workers, P.C. for attorney’s fees pursuant to PAGA; (4) an award of \$12,217.89 to Justice for Workers, P.C. for attorney’s costs pursuant to PAGA; (5) a payment of \$5,000.00 to Plaintiff Juan Arias for his services to the State and aggrieved employees; and (6) payment in the amount of \$3,975.00 to the settlement administrator, Phoenix Settlement Administrators, for settlement administration costs.

To determine an aggrieved employee’s individual PAGA payment, the settlement administrator divided the amount of the aggrieved employees’ 25% share of the civil penalty settlement amount by the total number of pay periods worked by all aggrieved employees during the PAGA Period and multiply the result by the number of pay periods worked by that aggrieved employee.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash

your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller's Unclaimed Property Fund in your name. If you are still employed by Defendant, your decision to cash the check will not affect your employment.

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The release includes all claims for civil penalties under the PAGA that were alleged or reasonably could have been alleged based on the facts alleged in Plaintiff's governing complaint in the Action and/or notices submitted to the California Labor and Workforce Development Agency which arose from July 26, 2022 through May 20, 2025 (the "PAGA Period"), including claims for failure to pay overtime wages; failure to pay minimum wages including straight time and paid seek leave wages; any claims for additional wages owed due to "off the clock" work, rounding, and/or regular rate; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to timely pay all wages due including failure to timely pay final wages upon termination; failure to pay all wages earned at least twice during each calendar month; waiting time penalties; failure to pay timely wages during employment; wage statement violations and failure to furnish accurate wage statements; failure to keep and maintain accurate payroll records and records of hours worked and meal breaks; failure to reimburse expenses; failure to incorporate non-discretionary bonuses, incentive pay, production pay, performance pay, and/or shift differentials and commissions into the regular rate; unlawful non-compete and non-solicitation agreements in violation of Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 256, 432.5, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699.3 2800, 2802, 2804, and the applicable Wage Order and/or claims for attorneys' fees under Code of Civil Procedure section 1021.5 and/or claims for interest under Civil Code Sections 3287(b) and 3289, California Industrial Commission Wage Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith.

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at (____) ____-_____. You can access case materials electronically by going to the Superior Court's website (<https://civilwebshopping.occourts.org/Login.do>) and entering the case number for this action (30-2023-01352000-CU-OE-CXC).

EXHIBIT 6

Re: *Pago de Juan Arias v. Contactability.com LLC*

Tribunal Superior de California para el Condado de Orange

Caso No. 30-2023-01352000-CU-OE-CXC

SIMID

Name

Address

Estimado(a) **NAME**:

Adjunto encontrará un cheque emitido a su nombre. Este es su pago del Acuerdo de la Demanda titulada Juan Arias v. Contactability.com LLC, Caso No. 30-2023-01352000-CU-OE-CXC, pendiente ante el Tribunal Superior de California para el Condado de Orange (la “Demanda”).

La Demanda fue presentada contra Contactability.com LLC (“Demandado”) e incluye una reclamación conforme a la Ley de Fiscales Generales Privados del Código Laboral de California de 2004, Código Laboral de California § 2698, y siguientes (“PAGA”). La Demanda fue interpuesta por el Demandante Juan Arias (“Demandante”), un ex empleado del Demandado, en nombre del Estado de California y otros presuntos empleados agraviados. Usted ha sido identificado como uno de los empleados en cuyo nombre se presentó el caso.

El Demandante alegó que el Demandado adeudaba sanciones civiles conforme a PAGA por presuntas violaciones del Código Laboral de California. Las partes han alcanzado un Acuerdo respecto de las reclamaciones del Demandante y, el 26 de marzo de 2026, el Tribunal aprobó el Acuerdo, incluyendo el monto de las sanciones civiles a pagarse conforme al Acuerdo. Conforme a PAGA, el 75% del monto del Acuerdo por sanciones civiles se destina a la Agencia de Desarrollo Laboral y de la Fuerza Laboral del Estado de California (“LWDA”) y el 25% del monto del Acuerdo por sanciones civiles se destina a los empleados del Demandado que presuntamente fueron afectados por las presuntas violaciones del Código Laboral. Al aceptar este Acuerdo, el Demandado no admite y expresamente niega que sea responsable de manera alguna ante empleados actuales o anteriores por cualquier violación del Código Laboral de California o cualquier sanción. El Tribunal no ha decidido sobre el fondo de las reclamaciones del Demandante.

El monto bruto del Acuerdo es de \$175,000. El monto bruto del Acuerdo se distribuye de la siguiente manera: (1) un pago por la cantidad de \$71,605.33, pagadero a la LWDA por sanciones civiles conforme a PAGA; (2) pagos individuales PAGA que totalizan \$23,868.44, pagaderos a empleados agraviados por sanciones civiles conforme a PAGA; (3) una adjudicación de \$58,333.33 a Justice for Workers, P.C. por honorarios de abogados conforme a PAGA; (4) una adjudicación de \$12,217.89 a Justice for Workers, P.C. por costos de abogados conforme a PAGA; (5) un pago de \$5,000.00 al Demandante Juan Arias por sus servicios al Estado y a los empleados agraviados; y (6) un pago por la cantidad de \$3,975.00 al administrador del Acuerdo, Phoenix Settlement Administrators, por costos de administración del Acuerdo.

Para determinar el pago individual PAGA de un empleado agraviado, el administrador del Acuerdo dividió el monto correspondiente al 25% de la porción de sanciones civiles asignada a los empleados agraviados entre el número total de períodos de pago trabajados por todos los empleados agraviados durante el Período PAGA y multiplicó el resultado por el número de períodos de pago trabajados por ese empleado agraviado.

Conforme al Acuerdo, se adjunta un cheque por su parte de una porción de las sanciones

civiles. Este cheque será válido por 180 días a partir de la fecha de emisión. Si usted no cobra su cheque dentro de los 180 días posteriores a la emisión, los fondos serán depositados por el Administrador del Acuerdo en el Fondo de Propiedad No Reclamada del Contralor del Estado de California a su nombre. Si usted continúa empleado por el Demandado, su decisión de cobrar el cheque no afectará su empleo.

Aunque usted no fue parte en la Demanda, usted y el Estado de California han quedado obligados por el Acuerdo celebrado en este asunto y aprobado por el Tribunal, incluyendo la liberación contenida en el Acuerdo. La liberación se refiere únicamente a sanciones civiles conforme a PAGA y usted no libera sus reclamaciones individuales por salarios, primas y sanciones estatutarias.

La liberación incluye todas las reclamaciones por sanciones civiles conforme a PAGA que fueron alegadas o razonablemente pudieron haber sido alegadas con base en los hechos expuestos en la Demanda rectora del Demandante en la Demanda y/o en los avisos presentados ante la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California que surgieron desde el 26 de julio de 2022 hasta el 20 de mayo de 2025 (el “Período PAGA”), incluyendo reclamaciones por incumplimiento en el pago de horas extra; incumplimiento en el pago de salarios mínimos incluyendo tiempo regular y salarios por licencia por enfermedad pagada; cualquier reclamación por salarios adicionales adeudados debido a trabajo “fuera de reloj”, redondeo y/o tasa regular; incumplimiento en proporcionar períodos de comida o compensación en su lugar; incumplimiento en proporcionar períodos de descanso o compensación en su lugar; incumplimiento en el pago oportuno de todos los salarios adeudados incluyendo el incumplimiento en el pago oportuno de salarios finales al momento de la terminación; incumplimiento en el pago de todos los salarios devengados al menos dos veces durante cada mes calendario; sanciones por tiempo de espera; incumplimiento en el pago oportuno de salarios durante el empleo; violaciones de declaraciones de salarios e incumplimiento en proporcionar declaraciones de salarios precisas; incumplimiento en mantener registros de nómina precisos y registros de horas trabajadas y períodos de comida; incumplimiento en reembolsar gastos; incumplimiento en incorporar bonificaciones no discrecionales, pago por incentivos, pago por producción, pago por desempeño y/o diferenciales de turno y comisiones en la tasa regular; acuerdos ilegales de no competencia y no solicitud en violación de las secciones 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 256, 432.5, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699.3, 2800, 2802, 2804 del Código Laboral, y la Orden Salarial aplicable y/o reclamaciones por honorarios de abogados conforme a la sección 1021.5 del Código de Procedimiento Civil y/o reclamaciones por intereses conforme a las Secciones 3287(b) y 3289 del Código Civil, Órdenes Salariales de la Comisión Industrial de California, y todas las reclamaciones por honorarios y costos de abogados e intereses estatutarios en relación con lo anterior.

Si tiene alguna pregunta, puede comunicarse con Phoenix Settlement Administrators, el Administrador del Acuerdo, al () - . Puede acceder electrónicamente a los materiales del caso ingresando al sitio web del Tribunal Superior (<https://civilwebshopping.occourts.org/Login.do>) e ingresando el número de caso de esta Demanda (30-2023-01352000-CU-OE-CXC).

EXHIBIT 7

~~JUSTICE FOR WORKERS, P.C.~~
~~William C. Sung SB# 280792~~
~~-E Mail: william@justiceforworkers.com~~
~~Tiffany L. Luu SB# 335127~~
~~-E Mail: tluu@justiceforworkers.com~~
~~Joseph C. Ramli SB# 339491~~
~~-E Mail: jramli@justiceforworkers.com~~
~~3600 Wilshire Boulevard, Suite 1815~~
~~Los Angeles, CA 90010~~
~~Tel: 323-922-2000~~
~~Fax: 323-922-2000~~

~~Attorneys for Plaintiff JUAN ARIAS~~

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JUAN ARIAS, an aggrieved employee and on
behalf of other aggrieved employees;

Plaintiff,

vs.

CONTACTABILITY.COM LLC, an Ohio
limited liability company; and DOES 1 through
50,

Defendants.

Case No.: 30-2023-01352000-CU-OE-CXC

[Assigned for All Purposes to:
Hon. Layne H. Melzer, Dept. CX102]

**(AMENDED PROPOSED) JUDGMENT
AND ORDER GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT, ATTORNEY'S FEES
AND COSTS, AND ENHANCEMENT
AWARD**

~~(Filed Concurrently with Notice of Motion
and Motion for Approval of PAGA)~~

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~~Settlement; Supporting Declarations; and
[Proposed] Judgment and Order)~~

~~DATE: February 5, 2026~~

~~TIME: 2:00 p.m.~~

~~DEPT: CX102~~

~~Reservation No: 74663736~~

Action Filed: September 29, 2023

Trial Date: Not Set

1 Plaintiff Juan Arias's ("Plaintiff") Motion for Approval of California Private Attorneys
2 General Act ("PAGA") Settlement, Attorney's Fees and Costs, and Enhancement Award (the
3 "Motion") came on regularly for hearing before this Court on ~~February 5~~March 26, 2026 at 2:00
4 p.m. This Court, having considered the PAGA Settlement Agreement (the "Settlement" or
5 "Agreement") between Plaintiff and Defendant Contactability.com LLC ("Defendant"), Plaintiff's
6 Motion and Memorandum of Points and Authorities and Supplemental Brief in support thereof, and
7 supporting declarations filed therewith; and good cause appearing, **HEREBY ORDERS,**
8 **ADJUDGES, AND DECREES AS FOLLOWS:**

9 1. The Court, for purposes of this Judgment and Order, incorporates and adopts all
10 defined terms and provisions as set forth in the Agreement, which was attached to the Declaration
11 of William C. Sung in Support of Motion for Approval of PAGA Settlement as "Exhibit 1." The
12 Explanatory Letter in English and Spanish are attached to this Judgment and Order as "Exhibit 1"
13 and "Exhibit 2" respectively.

14 2. The Court hereby GRANTS the Motion.

15 3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
16 asserted in this action and is authorized to act as a private attorney general with respect to the
17 PAGA claims being released under the terms of the Settlement. The California Labor and
18 Workforce Development Agency (the "LWDA") was provided with notice of the Settlement via its
19 online submission process and the LWDA has not made any objection to the Settlement.

20 4. The obligations set forth in the Settlement Agreement regarding the settlement of the
21 Action are deemed part of this Judgment and Order, and the Parties and the Settlement
22 Administrator are ordered to carry out the Settlement Agreement according to its terms and
23 provisions.

24 5. Release of Claims. All Aggrieved Employees, including Plaintiff, ~~and the State of~~
25 ~~California,~~ will release and discharge any and all PAGA Released Claims against Defendant and the
26 Released Parties that arose during the PAGA Period. Upon the Effective Date of this Agreement, as
27 well as full payment by Defendant of the Gross Settlement Amount, Plaintiff and all Aggrieved
28 Employees will ~~be forever barred from pursuing any and all of~~release the PAGA Released Claims

1 that arose during the PAGA Period against Defendant and the Released Parties.

2 ~~///~~

3 a. “Aggrieved Employees” are all persons currently or formerly employed by
4 Defendant as non-exempt or hourly-paid employees in the State of California, including those who
5 fall under the salespersons exemptions, during the PAGA Period.

6 b. The “Gross Settlement Amount” is \$175,000.00.

7 c. The “PAGA Period” July 26, 2022 through May 20, 2025.

8 d. “Released Parties” are Defendant Contactability.com LLC and its past,
9 present, and future respective subsidiaries, dba’s, affiliates, parents, predecessors, successors,
10 investors, and their current and former employees, agents, directors, officers, members, and
11 attorneys.

12 e. “PAGA Released Claims” means any and all claims for civil penalties
13 pursuant to PAGA under the California Labor Code, Wage Orders, regulations, and/or other
14 provisions of law that were alleged or reasonably could have been alleged to have been violated
15 based on the facts set forth in the Action with respect to Aggrieved Employees which arose during
16 the PAGA Period, including alleged violations of Labor Code claims for failure to pay overtime
17 wages; failure to pay minimum wages including straight time and paid sick leave wages; any claims
18 for additional wages owed due to “off the clock” work, rounding, and/or regular rate; failure to
19 provide meal periods or compensation in lieu thereof; failure to provide rest periods or
20 compensation in lieu thereof; failure to timely pay all wages due including failure to timely pay
21 final wages upon termination; failure to pay all wages earned at least twice during each calendar
22 month; waiting time penalties; failure to pay timely wages during employment; wage statement
23 violations including failure to furnish accurate itemized wage statements; failure to keep and
24 maintain accurate payroll records including hours worked and meal breaks; failure to reimburse
25 expenses; failure to incorporate non-discretionary pay, bonuses, and commissions (i.e. incentive
26 pay, production pay, performance pay, and/or shift differentials) into the regular rate; unlawful non-
27 compete and non-solicitation agreements in violation of Labor Code sections 201, 202, 203, 204,
28 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 256, 432.5, 510, 512, 516, 558, 1174, 1174.5,

1 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699.3 2800, 2802, 2804, and the applicable
2 Wage Order and/or claims for attorneys' fees under Code of Civil Procedure section 1021.5 and/or
3 claims for interest under Civil Code Sections 3287(b) and 3289. The release also includes any
4 allegations brought in the Action or any amended Complaint, including a release from the State of
5 California (to the extent Plaintiff is permitted to provide such a release for the State of California for
6 the PAGA Period) of all PAGA claims alleged or could have been alleged in the Action which
7 occurred during the PAGA Period.

8 6. The Settlement is not an admission by Defendant, nor is this Judgment and Order a
9 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Judgment
10 and Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the
11 Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or
12 liability whatsoever by or against Defendant.

13 7. The Court appoints Phoenix Settlement Administrators as the Settlement
14 Administrator.

15 8. Defendant shall pay the Gross Settlement Amount of \$175,000.00 within 60 days of
16 the Effective Date.

17 9. Within 21 after Defendant pays the Gross Settlement Amount, the Settlement
18 Administrator shall disburse the Gross Settlement Amount as follow:

19 a. A payment in the amount of \$71,605.33, payable to the LWDA for civil
20 penalties pursuant to PAGA;

21 b. Individual PAGA Payments totaling \$23,868.44, payable to the Aggrieved
22 Employees on a pro rata basis in accordance with the formula set forth in § III.5.a. of the Agreement
23 for civil penalties pursuant to PAGA;

24 c. An award of \$58,333.33 to Justice for Workers, P.C. for attorney's fees
25 pursuant to PAGA;

26 d. An award of \$12,217.89 to Justice for Workers, P.C. for attorney's costs
27 pursuant to PAGA;

28 e. A payment of \$5,000.00 to Plaintiff Juan Arias for his services to the State

1 and Aggrieved Employees, pursuant to the Settlement; and

2 ~~///~~

3 f. A payment in the amount of \$3,975.00 to the Settlement Administrator,
4 Phoenix Settlement Administrators, for settlement administration costs.

5 10. The Parties shall bear their own respective attorney's fees and costs, except as
6 otherwise provided for in the Settlement and approved by the Court. Defendant and the Released
7 Parties shall have no further liability for costs, expenses, interests, attorney's fees, or for any other
8 charge, expense, or liability relating to the Released Claims and shall be released from all claims as
9 set forth in the Settlement Agreement and in this Judgment and Order.

10 11. Plaintiff shall submit a copy of this Judgment and Order to the LWDA within 14
11 calendar days after entry of this Judgment and Order.

12 12. This Judgment and Order is intended to be a final disposition in its entirety of the
13 above-captioned action. Pursuant to California Code of Civil Procedure section 664, this Court shall
14 retain jurisdiction over the Parties, Action, and the Settlement Agreement solely for purposes of (i)
15 enforcing the Settlement Agreement and/or this Judgment and Order, (ii) addressing settlement
16 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

17 13. The Court sets a Hearing Re: Distribution on _____, January 27, 2027
18 at a2:00 p.m. in Department CX102. Plaintiff is ordered to file a final report and declaration by
19 the Settlement Administrator regarding settlement distribution no later than 5-16 court days prior to
20 the Hearing.

21 **IT IS SO ORDERED.**

22
23 DATED: _____, 2026

Hon. Layne H. Melzer
Judge of the Superior Court