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**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**

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 March 26, 2026 at 2:00 p.m. This
4 Court, having considered the PAGA Settlement Agreement (the "Settlement" or "Agreement")
5 between Plaintiff and Defendant Contactability.com LLC ("Defendant"), Plaintiff's Motion and
6 Memorandum of Points and Authorities and Supplemental Brief in support thereof, and supporting
7 declarations filed therewith; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND**
8 **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, will release and
25 discharge any and all PAGA Released Claims against Defendant and the Released Parties that arose
26 during the PAGA Period. Upon the Effective Date of this Agreement, as well as full payment by
27 Defendant of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees will release the
28 PAGA Released Claims that arose during the PAGA Period against Defendant and the Released

1 Parties.

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

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

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

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

11 e. “PAGA Released Claims” means any and all claims for civil penalties
12 pursuant to PAGA under the California Labor Code, Wage Orders, regulations, and/or other
13 provisions of law that were alleged or reasonably could have been alleged to have been violated
14 based on the facts set forth in the Action with respect to Aggrieved Employees which arose during
15 the PAGA Period, including alleged violations of Labor Code claims for failure to pay overtime
16 wages; failure to pay minimum wages including straight time and paid sick leave wages; any claims
17 for additional wages owed due to “off the clock” work, rounding, and/or regular rate; failure to
18 provide meal periods or compensation in lieu thereof; failure to provide rest periods or
19 compensation in lieu thereof; failure to timely pay all wages due including failure to timely pay
20 final wages upon termination; failure to pay all wages earned at least twice during each calendar
21 month; waiting time penalties; failure to pay timely wages during employment; wage statement
22 violations including failure to furnish accurate itemized wage statements; failure to keep and
23 maintain accurate payroll records including hours worked and meal breaks; failure to reimburse
24 expenses; failure to incorporate non-discretionary pay, bonuses, and commissions (i.e. incentive
25 pay, production pay, performance pay, and/or shift differentials) into the regular rate; unlawful non-
26 compete and non-solicitation agreements in violation of Labor Code sections 201, 202, 203, 204,
27 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 256, 432.5, 510, 512, 516, 558, 1174, 1174.5,
28 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699.3 2800, 2802, 2804, and the applicable

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

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

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

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

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

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

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

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

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

27 e. A payment of \$5,000.00 to Plaintiff Juan Arias for his services to the State
28 and Aggrieved Employees, pursuant to the Settlement; and

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

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

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

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

15 13. The Court sets a Hearing Re: Distribution on January 27, 2027 at 2:00 p.m. in
16 Department CX102. Plaintiff is ordered to file a final report and declaration by the Settlement
17 Administrator regarding settlement distribution no later than 16 court days prior to the Hearing.

18 **IT IS SO ORDERED.**

19
20 DATED: _____, 2026

Hon. Layne H. Melzer
Judge of the Superior Court

EXHIBIT 1

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 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.

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).

EXHIBIT 2

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).