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

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

12 Plaintiff,

13 vs.

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

17 Defendants.

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

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

**(SECOND 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 **DECREEES AS FOLLOWS:**

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

15 2. The Court hereby GRANTS the Motion.

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

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

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

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

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 \$73,480.33, payable to the LWDA for civil
20 penalties pursuant to PAGA;

21 b. Individual PAGA Payments totaling \$24,493.44, 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 \$2,500.00 to Plaintiff Juan Arias for his services to the State

1 and Aggrieved Employees, pursuant to the Settlement; and

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

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

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

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

16 13. The Court sets a Hearing Re: Final Accounting on March 4, 2027 at 2:00 p.m. in
17 Department CX102. Plaintiff is ordered to file a final report and declaration by the Settlement
18 Administrator regarding settlement distribution, including the actual amounts paid to the Aggrieved
19 Employees and the other amounts distributed under the settlement, including any uncashed checks,
20 no later than 16 court days prior to the Hearing.

21 **IT IS SO ORDERED.**

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23 DATED: _April 8, 2026

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Hon. Layne H. Melzer
Judge of the Superior Court