

1. Name of the party submitting the proposed order:
Plaintiff Aileen Rodriguez
2. Title of the proposed order:
[Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Plaintiff's Motion for Approval of PAGA Settlement
 - b. Date and time: April 2, 2026 at 2:00 p.m.
 - c. Place: Orange County Superior Court, Dept. CX102
4. The proposed order was served on the other parties in the case.

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Aileen Rodriguez v. Alamitos Enterprises, LLC, et al.

CASE NUMBER:

30-2023-01349555-CU-OE-CXC

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action**.

a. My residence or business address is (*specify*):

PLEASE SEE SEPARATE PROOF OF SERVICE FILED CONCURRENTLY.

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: December 4, 2025

Isabel Yang

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

Edwin Aiwazian (SBN 232943)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
Erica Stepanian (SBN 362054)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
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Attorneys for Plaintiff

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

AILEEN RODRIGUEZ, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

ALAMITOS ENTERPRISES, LLC, a
California limited liability company; THE
ALAMITOS GROUP, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2023-01349555-CU-OE-CXC

Honorable Layne H. Melzer
Department CX102

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION
COSTS**

Date: April 2, 2026
Time: 2:00 P.M.
Department: CX102

Complaint Filed: September 13, 2023
Trial Date: None Set

**[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL
ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION
COSTS**

1 This matter has come before the Honorable Layne H. Melzer in Department CX102 of the
2 Superior Court of the State of California, for the County of Orange, on April 2, 2026 at 2:00 P.M., on
3 Plaintiff Aileen Rodriguez’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal.
4 Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General
5 Release Fee, and Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers
6 *for* Justice, PC appeared for Plaintiff and Gordon Rees Scully Mansukhani, LLP, appeared for
7 Alamitos Enterprises, LLC, erroneously sued as The Alamitos Group (“Defendants”).

8 On or around July 3, 2025, Plaintiff and Defendants (together, the “Parties”) executed the
9 Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement
10 Agreement,” or “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Brian J. St. John and Plaintiff Aileen Rodriguez, and (3) the
13 Settlement Agreement.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED THAT:**

- 16 1. The Motion for Approval of Settlement is granted.
- 17 2. All terms used herein shall have the same meaning defined in the Settlement
18 Agreement.
- 19 3. Unless otherwise specified, all citations and references to the Private Attorneys
20 General Act of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to
21 the recent amendment effective July 1, 2024; the amended statute does not apply to the above-
22 captioned action and the Settlement pursuant to California Labor Code section 2699(v)(1), as
23 amended, because the above-captioned action was filed prior to June 19, 2024.
- 24 4. The Court finds that Plaintiff has satisfied the prerequisite under the California Private
25 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to,
26 providing the California Labor and Workforce Development Agency (“LWDA”) and Defendants with
27 notice of the specific provisions of the California Labor Code alleged to have been violated, including,
28 and not limited to, the facts and theories to support the alleged violations, in conformity with California

1 Labor Code § 2699.3(a).

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

5 6. The Settlement pertains to the following aggrieved employees: All current and former
6 hourly-paid or non-exempt employees who worked for Defendants in the State of California during
7 the PAGA Period. (“Aggrieved Employees”).

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

10 8. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum
11 allocated for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is
12 fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net
13 Settlement Amount shall be the Total Settlement Amount (\$500,000.00) less the approved Attorneys’
14 Fees and Costs to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff,
15 and Settlement Administration Costs to Phoenix Class Action Administration Solutions (the “PAGA
16 Settlement Administrator”). Seventy-five percent (75%) of the Net Settlement Amount shall be
17 distributed to the LWDA (“LWDA Payment”), and twenty-five percent (25%) of the Net Settlement
18 Amount shall be distributed to the Aggrieved Employees (“Employees’ Portion”) in accordance with
19 this Order and Judgment and the Settlement Agreement.

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

24 10. The Court approves the payment of \$175,000.00 to Plaintiff’s Counsel for attorneys’
25 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
26 with this Order and Judgment and the Settlement Agreement.

27 11. The Court approves the payment of \$20,000.00 to Plaintiff’s Counsel for
28 reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from

1 the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and
2 the Settlement Agreement.

3 12. The Court approves payment in the amount of \$10,000.00 to Plaintiff Aileen
4 Rodriguez for her General Release Fee. This amount shall be paid from the Total Settlement Amount
5 and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

6 13. The Court approves payment up to the amount of \$8,000.00 to Phoenix Class Action
7 Administration Solutions for the Settlement Administration Costs. This amount shall be paid from the
8 Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
9 Settlement Agreement.

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

12 15. The Court further finds that notice of the Settlement need not be provided to the
13 Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT**
14 **A,**” and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved
15 Employees at the same time that it distributes payments to Aggrieved Employees for their share of the
16 Employees’ Portion (“Individual Settlement Share(s)”).

17 16. No later than thirty (30) calendar days after the date of this Order and Judgment,
18 Defendants will provide the PAGA Settlement Administrator with the Aggrieved Employee List, in
19 accordance with this Order and Judgment and the Settlement Agreement.

20 17. Defendants will fund the Total Settlement Amount in thirteen (13) monthly
21 installments, with the first installment of \$100,000.00 due within 30 calendar days of this Order and
22 Judgment granting approval of the Settlement (the “First Installment Due Date”). The remaining
23 twelve (12) installments of \$33,333.33 each shall be paid on a consecutive monthly basis, with each
24 payment due one month after the prior installment, until all payments are completed. Each installment
25 shall be deposited into a qualified settlement account established by the PAGA Settlement
26 Administrator for administration of the Settlement in accordance with this Order and Judgment and
27 the Settlement Agreement.

28 ///

1 18. No later than fourteen (14) calendar days after receipt of the Aggrieved Employee List,
2 and Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall
3 distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters
4 to all Aggrieved Employees (together, the “PAGA Settlement Package(s)”), the General Release Fee
5 to Plaintiff, the Settlement Administration Costs to itself, only after the PAGA Settlement Packages
6 have been mailed to all Aggrieved Employees, the Attorneys’ Fees and Costs to Plaintiff’s Counsel,
7 unless instructed otherwise by Plaintiff’s Counsel, as provided for by this Order and Judgment and the
8 Settlement Agreement.

9 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain
10 valid for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such
11 cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State
12 Controller’s Office Unclaimed Property Division, in the name of each Aggrieved Employee whose
13 check is cancelled.

14 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
15 Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, and
16 except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of
17 California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily
18 released and forever discharged Released Parties, to the full extent permitted by law, of and from the
19 Action and from the Released Claims.

20 21. “Released Parties” means Defendants, including Defendants’ parent corporation,
21 affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and
22 former employees, attorneys, officers, directors and agents thereof, both individually and in their
23 business capacities, and their employee benefit plans and programs and the trustees, administrators,
24 fiduciaries and insurers of such plans and programs.

25 22. “Released Claims” means any and all claims, arising during the PAGA Period, for civil
26 penalties under California Labor Code section 2698, *et seq.* interest, fees, and costs available under
27 PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for
28 failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and

1 associated premiums, failure to provide compliant rest periods and associated premiums, failure to
2 timely pay wages during employment, failure to timely pay wages upon termination, failure to provide
3 compliant and accurate wage statements, failure to provide a day of rest, failure to maintain complete
4 and accurate payroll records, failure to provide requisite notice(s) and information regarding material
5 terms of employment at the time of hiring and during employment, and failure to reimburse necessary
6 business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203,
7 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802
8 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001
9 and 9-2001.

10 23. "PAGA Period" means the period from July 7, 2022, through April 11, 2025.

11 24. No individualized notice of this Order and Judgment is required to be provided to the
12 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
13 system established for the filing of notices and documents, in conformity with California Labor Code
14 § 2699(1)(3).

15
16
17 Dated: _____

By: _____

The Honorable Layne H. Melzer
Judge of the Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Aileen Rodriguez v. Alamos Enterprises, LLC; The Alamos Group*, Orange County Superior Court Case No. 30-2023-01349555-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Aileen Rodriguez v. Alamos Enterprises, LLC; The Alamos Group*, Orange County Superior Court Case No. 30-2023-01349555-CU-OE-CXC (“Action”).

The lawsuit was filed on September 13, 2024, by Aileen Rodriguez (“Plaintiff”) against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide a day of rest, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on July 7, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-966680-23 (the “PAGA Notice”).

Defendants deny all of Plaintiff’s allegations and deny any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendants Alamos Enterprises, LLC (erroneously sued as The Alamos Group) (“Defendants”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the period from July 7, 2022, through April 11, 2025 (“Aggrieved Employees”). The period from July 7, 2022, through April 11, 2025, is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants, including Defendants’ parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and

EXHIBIT A – COVER LETTER

former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and/or PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to provide a day of rest, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants’ counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact Phoenix Class Action Administration Solutions at [toll-free phone number].