

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Aileen Rodriguez
2. Title of the proposed order:
[REVISED 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: June 11, 2026 at 2:00pm
 - c. Place: Orange County Superior Court, Dept. CX102
4. The proposed order was served on the other parties in the case.

(TYPE OR PRINT NAME)

Selene

(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: May 19, 2026

Brenda Castillo

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

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**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

**[REVISED 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: June 11, 2026
Time: 2:00 p.m.
Department: CX102

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

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 June 11, 2026 at 2:00 P.M.,
3 on Plaintiff Aileen Rodriguez’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act
4 (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs,
5 General Release Fee, and Settlement Administration Costs (“Motion for Approval of Settlement”).
6 Lawyers *for* Justice, PC appeared for Plaintiff and Gordon Rees Scully Mansukhani, LLP, appeared
7 for Alamos Enterprises, LLC, erroneously sued as The Alamos 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 (ROA No.
12 75), (2) the Declarations of Plaintiff’s Counsel (Brian J. St. John (ROA No. 69), and Selena
13 Matavosian (ROA No. __)), (3) the Declarations of PAGA Settlement Administrator (Taylor
14 Mitzner), and Plaintiff Aileen Rodriguez, (4) the Settlement Agreement, and (5) Amendment No. 1
15 to the Settlement Agreement.

16 The Court, having carefully considered the papers, argument of counsel, and all matters
17 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for Approval
18 of Settlement.

19 **IT IS HEREBY ORDERED THAT:**

- 20 1. The Motion for Approval of Settlement is granted.
- 21 2. The Court approves the Private Attorneys General Act Settlement Agreement and
22 Release (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as “**EXHIBIT 1**” to the
23 Declaration of Brian J. St. John in Support of Plaintiff’s Motion for Approval of Private Attorneys
24 General Act Settlement Agreement and Release, Attorneys’ Fees and Costs, General Release Fee,
25 and Settlement Administration Costs (ROA No. 69), filed on December 4, 2025, and the Amendment
26 No. 1 to Private Attorneys General Act Settlement Agreement and Release, attached as “**EXHIBIT**
27 **2**” to the Declaration of Selena Matavosian in Support of Plaintiff’s Motion for Approval of Private
28 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 (ROA No. ____), filed on May 19, 2026 (together, the "Settlement," "Agreement," or "Settlement Agreement"). This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

3. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

4. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024.

5. The Court finds that Plaintiff has satisfied the prerequisite under the California Private Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendants with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

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

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

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

9. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("Net Settlement Amount") (i.e., \$316,284.08), and

1 determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement
2 Amount. The Net Settlement Amount shall be the Total Settlement Amount (i.e, \$505,266.08) less the
3 approved Attorneys' Fees in the amount of up to thirty percent (30%) of the Total Settlement Amount
4 (i.e, \$151,579.82) and reimbursement of litigation costs and expenses (i.e, \$20,000.00) (collectively,
5 "Attorneys' Fees and Costs") to Lawyers *for* Justice, PC ("Plaintiff's Counsel"), General Release Fee
6 to Plaintiff (i.e, \$10,000.00), and Settlement Administration Costs to Phoenix Class Action
7 Administration Solutions (the "PAGA Settlement Administrator") (i.e, \$7,402.18). Seventy-five
8 percent (75%) of the Net Settlement Amount (i.e., \$237,213.06) shall be distributed to the LWDA
9 ("LWDA Payment"), and twenty-five percent (25%) of the Net Settlement Amount (i.e, \$79,071.02)
10 shall be distributed to the Aggrieved Employees ("Employees' Portion") in accordance with this Order
11 and Judgment and the Settlement Agreement.

12 10. The Court has considered the Settlement, and the monetary allocations provided
13 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA
14 Settlement Administrator to administer the Settlement and to make the payments as provided for by,
15 and consistent with, this Order and Judgment and the Settlement Agreement.

16 11. The Court approves the payment of \$151,579.82 to Plaintiff's Counsel for attorneys'
17 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
18 with this Order and Judgment and the Settlement Agreement.

19 12. The Court approves the payment of \$20,000.00 to Plaintiff's Counsel for
20 reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from
21 the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and
22 the Settlement Agreement.

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

26 14. The Court approves payment in the amount of \$7,402.18 to Phoenix Class Action
27 Administration Solutions for the Settlement Administration Costs. This amount shall be paid from the
28 Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the

1 Settlement Agreement.

2 15. The Parties are directed to perform in accordance with the terms set forth in this Order
3 and Judgment and the Settlement Agreement.

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

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

12 18. Defendants will fund the Total Settlement Amount in thirteen (13) monthly
13 installments, with the Installment Payment 1 of \$100,000.00 due within thirty (30) calendar days of
14 this Order and Judgment granting approval of the Settlement (the “First Installment Due Date”).
15 Installment Payment 2 through Installment Payment 11, in the amount of \$33,333.33 each, shall be
16 paid on a consecutive monthly basis, with each payment due one month after the prior installment,
17 until all payments are completed. The final installment payment, Installment Payment 13 of
18 \$33,333.37, shall be paid out one month after Installment Payment 12 and shall include any additional
19 amount due as a result of Section 3(b) of the Settlement Agreement. Pursuant to Section 3(b) of the
20 Settlement Agreement, Installment Payment 13 should include an additional \$5,266.08, for a revised
21 total due of \$38,599.45. Each installment shall be deposited into a qualified settlement account
22 established by the PAGA Settlement Administrator for administration of the Settlement in accordance
23 with this Order and Judgment and the Settlement Agreement.

24 19. No later than fourteen (14) calendar days after receipt of the Aggrieved Employee List,
25 and Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall
26 distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters
27 to all Aggrieved Employees (together, the “PAGA Settlement Package(s)”), the General Release Fee
28 to Plaintiff, the Settlement Administration Costs to itself, only after the PAGA Settlement Packages

1 have been mailed to all Aggrieved Employees, the Attorneys' Fees and Costs to Plaintiff's Counsel,
2 unless instructed otherwise by Plaintiff's Counsel, as provided for by this Order and Judgment and the
3 Settlement Agreement.

4 20. The Individual Settlement Share checks issued to Aggrieved Employees shall remain
5 valid for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such
6 cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State
7 Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose
8 check is cancelled.

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

15 22. "Released Parties" means Defendants, including Defendants' parent corporation,
16 affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and
17 former employees, attorneys, officers, directors and agents thereof, both individually and in their
18 business capacities, and their employee benefit plans and programs and the trustees, administrators,
19 fiduciaries and insurers of such plans and programs.

20 23. "Released Claims" means any and all claims, arising during the PAGA Period, for civil
21 penalties under California Labor Code section 2698, *et seq.* interest, fees, and costs available under
22 PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for
23 failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and
24 associated premiums, failure to provide compliant rest periods and associated premiums, failure to
25 timely pay wages during employment, failure to timely pay wages upon termination, failure to provide
26 compliant and accurate wage statements, failure to provide a day of rest, failure to maintain complete
27 and accurate payroll records, failure to provide requisite notice(s) and information regarding material
28 terms of employment at the time of hiring and during employment, 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.

24. “PAGA Period” means the period from July 7, 2022, through April 11, 2025.

25. After entry of this Order and Judgment, pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, and this final Order and Judgment, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

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

27. A Final Accounting Hearing is set for August 26, 2027 at 2:00 p.m. in Department CX102. Class Counsel shall submit the PAGA Settlement Administrator’s accounting report regarding the status of the funding and disbursement of the Settlement and all supporting documents at least sixteen (16) court days prior to the Final Accounting Hearing.

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. Alamitos Enterprises, LLC; The Alamitos 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. Alamitos Enterprises, LLC; The Alamitos Group*, Orange County Superior Court Case No. 30-2023-01349555-CU-OE-CXC (“Action”).

The lawsuit was filed on September 13, 2023 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 compliant wage statements, failure to provide a day of rest, 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”).

The PAGA allows an “aggrieved employee” to bring a civil action on behalf of the State of California to recover civil penalties that normally the LWDA can pursue on behalf of employees against an employer without employees’ involvement or approval. Unnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim. Before bringing a civil action under PAGA, an employee must comply with California Labor Code section 2699.3. *See* Cal. Lab. Code § 2699(a). Plaintiff has complied.

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 Alamitos Enterprises, LLC (erroneously sued as The Alamitos 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 were employed by Defendants and performed work in the State of California during the period July 7, 2022 through April 11, 2025 (“Aggrieved Employees”). The period 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.

EXHIBIT A – COVER LETTER

Pursuant to the terms of the settlement, Defendants have agreed to pay a Total Settlement Amount of \$505,266.08. Defendants have agreed to deposit thirteen monthly payments into an account controlled by the PAGA Settlement Administrator for administration of this Settlement, commencing on the date that is thirty (30) calendar days after the Court's order granting approval of this Settlement ("First Installment Due Date"). Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods").

The Net Settlement Amount is calculated by deducting the following sums from the Total Settlement Amount: (1) a General Release Fee to Plaintiff in the amount of up to \$10,000.00; (2) Settlement Administration Costs in the Amount of \$7,402.18 to the PAGA Settlement Administrator; (3) Attorneys' Fees in an amount up to thirty (30%) of the Total Settlement Amount (i.e., \$151,579.82, if the Total Settlement Amount remains \$505,266.08; and (4) Attorneys' Fees and Costs in the amount of up to \$20,000.00 to Plaintiff's Counsel.

The Net Settlement Amount is approximately \$316,284.08. Seventy-five percent (75%) of the Net Settlement Amount (i.e., \$237,213.06) will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) (i.e., \$79,071.02) will be distributed to the Aggrieved Employees.

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 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. Please note that you cannot opt-out of the settlement. Even if you do not cash your check, you will still be bound to have released the Released Parties from the Released Claims.

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]**.