

PLAINTIFF/PETITIONER: Aileen Rodriguez
 DEFENDANT/RESPONDENT: Alamitos Enterprises, LLC, et al.

CASE NUMBER:
 30-2023-01349555-CU-OE-CXC

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

PLEASE SEE ATTACHED PROOF OF SERVICE.

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

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

Date: July 9, 2026

Isabel Yang

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

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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

**[FURTHER 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

**[FURTHER 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**

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
12 No. 75), (2) the Declarations of Plaintiff's Counsel (Brian J. St. John (ROA No. 69), and Selena
13 Matavosian (ROA No. 96)), (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
26 Amendment No. 1 to Private Attorneys General Act Settlement Agreement and Release, attached as
27 "**EXHIBIT 2**" to the Declaration of Selena Matavosian in Support of Plaintiff's Motion for
28 Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement

1 Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement
2 Administration Costs (ROA No. 96), filed on May 19, 2026 (together, the "Settlement,"
3 "Agreement," or "Settlement Agreement"). This is based on the Court's determination that the
4 Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

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

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

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

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

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

27 9. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum
28 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
2 Settlement Amount. The Net Settlement Amount shall be the Total Settlement Amount (i.e.,
3 \$505,266.08) less the approved Attorneys' Fees in the amount of up to thirty percent (30%) of the
4 Total Settlement Amount (i.e., \$151,579.82) and reimbursement of litigation costs and expenses (i.e.,
5 \$20,000.00) (collectively, "Attorneys' Fees and Costs") to Lawyers *for* Justice, PC ("Plaintiff's
6 Counsel"), General Release Fee to Plaintiff (i.e., \$10,000.00), and Settlement Administration Costs to
7 Phoenix Class Action Administration Solutions (the "PAGA Settlement Administrator") (i.e.,
8 \$7,402.18). Seventy-five percent (75%) of the Net Settlement Amount (i.e., \$237,213.06) shall be
9 distributed to the LWDA ("LWDA Payment"), and twenty-five percent (25%) of the Net Settlement
10 Amount (i.e., \$79,071.02) shall be distributed to the Aggrieved Employees ("Employees' Portion") in
11 accordance with this Order 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
14 PAGA Settlement Administrator to administer the Settlement and to make the payments as provided
15 for by, 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
18 accordance 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
21 from the Total Settlement Amount and shall be disbursed in accordance with this Order and
22 Judgment and 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
25 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
26 Agreement.

27 14. The Court approves payment in the amount of \$7,402.18 to Phoenix Class Action
28 Administration Solutions for the Settlement Administration Costs. 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 15. The Parties are directed to perform in accordance with the terms set forth in this
4 Order and Judgment and the Settlement Agreement.

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

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

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

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

1 Release Fee to Plaintiff, the Settlement Administration Costs to itself, only after the PAGA
2 Settlement Packages have been mailed to all Aggrieved Employees, the Attorneys' Fees and Costs to
3 Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel, as provided for by this Order
4 and Judgment and the Settlement Agreement.

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

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

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

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

1 information regarding material terms of employment at the time of hiring and during employment,
2 and failure to reimburse necessary business-related expenses and costs, in violation of California
3 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194,
4 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including
5 *inter alia*, Wage Orders 1-2001, 4-2001 and 9-2001.

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

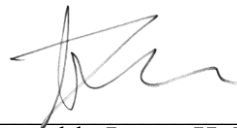
7 25. After entry of this Order and Judgment, pursuant to California Code of Civil
8 Procedure section 664.6, the Court shall retain jurisdiction to construe, interpret, implement, and
9 enforce the Settlement Agreement, and this final Order and Judgment, and to supervise and
10 adjudicate any dispute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

11 26. 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
13 online system established for the filing of notices and documents, in conformity with California
14 Labor Code § 2699(1)(3).

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

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21 Dated: 07/07/26 _____

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, 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 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 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].

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Rodriguez vs. Alamitos Enterprises, LLC

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2023-01349555-CU-OE-CXC

I certify that I am not a party to this cause. I certify that that the following document(s), Minute Order dated 06/12/26, was transmitted electronically by an Orange County Superior Court email server on June 12, 2026, at 2:03:40 PM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

GORDON REES SCULLY MANSUKHANI, LLP
ABATISTE@GRSM.COM

LAWYERS FOR JUSTICE, PC
ARBY@CALLJUSTICE.COM

Clerk of the Court, by:



, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

MINUTE ORDER

DATE: 06/12/2026

TIME: 01:51:00 PM

DEPT: CX102

JUDICIAL OFFICER PRESIDING: Layne H. Melzer

CLERK: H. Bradley

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: None

CASE NO: **30-2023-01349555-CU-OE-CXC** CASE INIT.DATE: 09/13/2023

CASE TITLE: **Rodriguez vs. Alamitos Enterprises, LLC**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74877724

EVENT TYPE: Nunc Pro Tunc Minutes

APPEARANCES

There are no appearances by any party.

It appearing to the Court that through error or inadvertence, the minute order of this Court dated 06/11/2026, does not properly reflect the order of the Court. Said minute order is ordered **corrected in its entirety** Nunc Pro Tunc as of 06/11/2026, as indicated below:

APPEARANCES

Erica Stepanian, from Lawyers for Justice, PC, present for Plaintiff(s) remotely.

Linh T. Hua, from Gordon Rees Scully Mansukhani, LLP, present for Defendant(s) remotely.

Tentative Ruling posted on the Internet.

Parties notify the Clerk during the check-in process that they submit on the tentative ruling.

The tentative ruling becomes the final order of the Court as follows:

Motion for Approval of PAGA Settlement

The Court has reviewed the supplemental materials provided by Plaintiff's Counsel and finds that they mostly adequately address the previously identified issues. Accordingly, Plaintiff Aileen Rodriguez's Motion for Approval of PAGA Settlement is **CONDITIONALLY GRANTED**, pending the resolution of the issues identified below.

This is a PAGA-only action.

On 9/13/2023, Plaintiff Aileen Rodriguez filed a PAGA complaint against Defendants Alamitos Enterprises, LLC and The Alamitos Group, alleging a single cause of action for PAGA penalties. (ROA #2.) Defendant Alamitos Enterprises, LLC (erroneously sued as The Alamitos Group) answered on 11/22/2023. (ROA #15.)

On 12/4/2025, Plaintiff filed the instant Motion for Approval of PAGA Settlement, and submitted for the Court's review the Private Attorney General Act Settlement Agreement and Release ("Settlement Agreement") and proposed notice/cover letter to aggrieved employees that will accompany the payment to them. The motion seeks approval of the parties' proposed settlement of Plaintiff's PAGA claims for the non-reversionary gross settlement amount (GSA) of \$500,000.

At the first hearing on the Motion on 4/2/2026, the Court ruled that an attorneys' fee award totaling \$150,000 or 30% of the GSA, constituting a multiplier of the lodestar amount, is fair, adequate, and reasonable for a settlement of this size, including considering the action's contingent nature and the results achieved. (ROA #84.) The Court also ruled that a General Release Payment of \$10,000 is fair, adequate, and reasonable for a settlement of this size, given Plaintiff's broader release compared to the aggrieved employees' release and given Plaintiff's representative service in this case which is not separately being compensated. (*Id.*) The Court continued the hearing on the Motion and asked Plaintiff's Counsel to address various issues. (*Id.*)

Counsel then submitted supplemental materials, including an Amendment No. 1 to the Private Attorneys General Act Settlement Agreement and Release ("Amendment No. 1") and an amended notice/cover letter.

One of the issues the Court raised in its 4/2/2026 minute order was: "10. Plaintiff's counsel must attest to whether there are any concurrent pending cases involving similar claims against Defendant that may be impacted by the settlement and how, or confirm that there is none." (ROA #84.) Counsel's supplemental declaration attests only that "there is one (1) concurrent pending action alleging wage and hour violations of the California Labor Code entitled *Roseanna Vasquez v. Alamos Enterprises, LLC dba Jiffy Lube*, Los Angeles County Superior Court, Case No. 20STCV31966." (ROA #96, ¶ 30.) However, counsel's supplemental declaration fails to address "how" the concurrent pending case "may be impacted by the settlement," as the Court previously ordered. Indeed, counsel does not describe "the procedural status of the case" or "describe the impact of the settlement on the case," as required by the Guidelines for Approval of Class Action Settlements & PAGA Settlements for Department CX102. **Accordingly, within ten (10) court days, Plaintiff's counsel must submit a further supplemental declaration providing the missing information on the concurrent pending action to the Court's satisfaction.**

Upon resolution of this issue, the Court will grant the Motion and approve the following awards and disbursements from the Gross Settlement Amount:

- Attorneys' fees totaling \$151,579.82 awarded to Plaintiff's Counsel, Lawyers for Justice, PC;
- Litigation costs totaling \$20,000.00 awarded to Plaintiff's Counsel, Lawyers for Justice, P.C.;
- Settlement administration costs of \$7,402.18 awarded to Phoenix Class Action Administration Solution; and
- General Release Payment of \$10,000.00 awarded to Plaintiff Aileen Rodriguez.

PAGA penalties in the amount of \$316,284.08 shall be allocated as follows: seventy-five percent (75%), or \$237,213.06, payable to the Labor and Workforce Development Agency (LWDA); and twenty-five percent (25%), or \$79,071.02, payable to the Aggrieved Employees in accordance with the terms of the Settlement Agreement as amended by Amendment No. 1.

Within five (5) court days, Plaintiff's Counsel must submit a revised Proposed Order with the following revisions:

1. In ¶¶ 2 and 3, the ROA number of counsel's supplemental declaration to which Amendment No. 1 is attached should be inserted.
2. Paragraph 18 must be amended to accurately reference all installment payments owed by Defendant. Currently, the description omits reference to Installment Payment #12.

The Final Accounting hearing is set for August 26, 2027, at 2:00 p.m. in Department CX102. Plaintiff's Counsel must submit the settlement administrator's final report regarding distribution of the settlement funds at least sixteen (16) court days prior to the hearing regarding the status of the settlement administration. The final report must include all information necessary for the Court to determine the total amount actually paid to Aggrieved Employees, the number of uncashed settlement checks, and the total amount of any unclaimed funds remitted to the State Controller's Office Unclaimed Property Fund. If the unclaimed funds are not fully disbursed by the report deadline, counsel must request a continuance of the Final Accounting hearing.

Plaintiff to give notice, including to the LWDA, of this ruling, and file proof of service within five (5) calendar days of the date the Order and Judgment is entered.

Clerk to give notice of nunc pro tunc minute order.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On July 9, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Linh T. Hua (lhua@grsm.com)
GORDON REES SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071

Attorney for Defendant

[X] BY ELECTRONIC SERVICE

Pursuant to California Code of Civil Procedure sections 1010.6(b)(1) and 1010.6(b)(4) and/or an agreement between the Parties to serve each other electronically, I caused the above-described document(s) to be electronically mailed to Defendant's counsel through the above-listed e-mail addresses.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

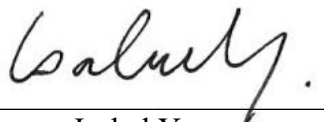
[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on July 9, 2026, at Glendale, California.


Isabel Yang