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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

**DECLARATION OF SELENA
MATAVOSIAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR 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**

[Declaration of Taylor Mitzner and [Revised
Proposed] Order and Judgment filed concurrently
herewith]

Date: June 11, 2026
Time: 2:00 p.m.
Department: CX102

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

DECLARATION OF SELENA MATAVOSIAN

I, Selena Matavosian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Aileen Rodriguez (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

2. On December 4, 2025, Plaintiff filed her Motion for 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 (“Motion for Approval of Settlement”), along with supporting documents, thereby seeking approval of the Private Attorneys General Act Settlement Agreement and Release (“Original Settlement Agreement”) entered into by Plaintiff and Defendant Alamitos Enterprises, LLC, erroneously sued as The Alamitos Group (“Defendant”) (together with Plaintiff, the “Parties”).

3. On April 1, 2026, the Court issued a Tentative Ruling, thereby raising multiple points of inquiry with respect to the Motion for Approval of Settlement (“April 1, 2026 Tentative Ruling”). On April 2, 2026, the Court issued a Minute Order, thereby adopting the April 1, 2026 Tentative Ruling (“April 2, 2026 Minute Order”), continuing the hearing on the Motion for Approval of Settlement to June 11, 2026 at 2:00 p.m. in Department CX102 of the above-captioned Court, and setting a deadline to file supplemental papers no later than sixteen (16) court days prior to the continued hearing date (i.e., by May 19, 2026). A true and correct copy of the April 2, 2026 Minute Order, including the April 1, 2026 Tentative Ruling, is attached hereto as “**EXHIBIT 1.**”

4. Based on the Court’s points of inquiry set forth in the April 2, 2026 Minute Order, the Parties met and conferred and negotiated the Amendment No. 1 to the Private Attorneys General Act Settlement Agreement and Release (“Amendment No. 1” or “Amendment No. 1 to the Settlement Agreement”), a true and correct copy of which is attached hereto as “**EXHIBIT 2.**” The Original Settlement Agreement and Amendment No. 1 to the Settlement Agreement are together referred to as the “Settlement,” “Agreement,” or “Settlement Agreement.” A redline version of the Amendment No. 1 to the Settlement Agreement showing how the terms of the

Original Settlement Agreement have been revised is attached hereto as “**EXHIBIT 3.**”

5. The Parties have also prepared, and now present for the Court’s consideration and approval, a revised Cover Letter (“Cover Letter”). The revised Cover Letter is attached as “**EXHIBIT A**” to the Amendment No. 1 to the Settlement Agreement and as “**EXHIBIT A**” to the [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 (“Revised Proposed Order”), submitted concurrently herewith. A redline version of the revised Cover Letter showing how it has been revised is attached hereto as “**EXHIBIT 4.**”

ATTORNEYS’ FEES ALLOCATION

6. By way of the April 2, 2026 Minute Order, the Court instructed the Parties to address the attorneys’ fees provision to clarify that the “amount to be paid to Plaintiff’s counsel” is not a fixed amount, but rather shall be “the amount ‘up to’ which the Court may approve.” (April 2, 2026 Minute Order, Section 1, ¶ 1).

7. To address the Court’s order, the Parties amended Paragraph 3(a)(1) to provide that the attorneys’ fees shall be “the amount of up to Thirty Percent (30%) of the Total Settlement Amount, which is One Hundred Fifty One Thousand Five Hundred Seventy Nine Dollars and Eighty Two Cents (\$151,579.82) if the Total Settlement Amount remains \$505,266.08.” (Amendment No. 1, ¶ B).

AGGRIEVED EMPLOYEES’ ESTIMATED RECOVERY

8. By way of the April 2, 2026 Minute Order, the Court informed the Parties that the “moving papers fail to provide the Aggrieved Employees’ estimated individual recovery under the proposed settlement, including the estimated average, low, and high payments.” (April 2, 2026 Minute Order, Section 1, ¶ 2).

9. To address the Court’s order, based on information provided by Phoenix Class Action Administration Solutions (“PAGA Settlement Administrator”), the highest Individual PAGA Payment to be paid is approximately \$396.77, the lowest Individual PAGA Payment to be paid is approximately \$5.44, and the average Individual PAGA Payment to be paid is

approximately \$103.36. (Declaration of Taylor Mitzner, ¶ 6).

ORDER OF DISTRIBUTION OF SETTLEMENT FUNDS

10. By way of the April 2, 2026 Minute Order, the Court informed the Parties that the “Settlement Agreement does not explicitly specify an order of distribution of settlement funds. Given that the GSA will be paid by Defendant in installments, so as to avoid any ambiguity, the Settlement Agreement should be revised to specify the order of payment as follows: (1) Aggrieved employees, (2) LWDA, (3) General Release Fee to Plaintiff, (4) administration costs, and (5) attorneys' fees and litigation costs.” (April 2, 2026 Minute Order, Section 1, ¶ 3).

11. To address the Court’s concerns, the Parties amended Paragraphs 7(c)(3), 7(d), 7(e), 7(f), and 7(g) to clarify specific deadlines for distribution of such payments, and added Paragraph 7(h) to provide that “the PAGA Settlement Administrator shall distribute the Total Settlement Amount in the following order: (1) PAGA Settlement Package to the Aggrieved Employees, (2) LWDA Payment to the LWDA; (3) General Release Fee to Plaintiff; (4) Settlement Administration Costs to the PAGA Settlement Administrator; and (5) Attorneys’ Fees and Costs to Plaintiff’s Counsel.” (Amendment No. 1, ¶¶ D-I).

ESCALATOR CLAUSE

12. By way of the April 2, 2026 Minute Order, the Court required clarification as to whether the escalator provision had been triggered, and ordered the Parties “to determine the number of Aggrieved Employees and qualifying pay periods based on the PAGA Period.” (April 2, 2026 Minute Order, Section 1, ¶ 4).

13. Based on information and data provided by Defendants and confirmed by the PAGA Settlement Administrator, there are seven hundred sixty-five (765) Aggrieved Employees who worked 14,548 Compensable Pay Periods during the time period from July 7, 2022 through April 11, 2025 (i.e., the PAGA Period), which exceeds the 14,410 Compensable Pay Period threshold by 138 Pay Periods. (Declaration of Taylor Mitzner, ¶¶ 3-4). As such, the escalator clause has been triggered, and Defendant agreed to pay the increased amount of \$5,266.08 for an escalated Total Settlement Amount of \$505,266.08. (Declaration of Taylor Mitzner, ¶¶ 3-4).

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14. To address the Court’s order, the Parties amended the Settlement and revised the Cover Letter to clarify that the escalated Total Settlement Amount is \$505,266.08 (Amendment No. 1, ¶¶ A-C; Cover Letter, p. 1).

ESTIMATE OF THE VALUE OF THE PAGA CLAIM

15. By way of the April 2, 2026 Minute Order, the Court requested “a more detailed valuation analysis of why the settlement is fair, adequate, and reasonable in light of the strengths and weaknesses of the claims, which should specify (1) the maximum realistic recovery on each claim asserted in the operative complaint, including penalties (calculated based on number of workweeks, average daily pay rate, violation rate, etc.); (2) the actual discount amounts applied to each claim for any defenses or risks; (3) the adjusted value of each claim after applying any discounts, and (4) an analysis of the GSA as a percentage of the maximum realistic recovery and the risk-adjusted recovery.” (April 2, 2026 Minute Order, Section 1, ¶ 5).

16. By way of the above-captioned action, Plaintiff’s action alleges that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Order, and thereby have engaged in conduct giving rise to civil penalties recoverable under PAGA, by, *inter alia*, failing to pay overtime and minimum wages, at all or at the correct rate of pay, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to provide a day of rest, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

17. Plaintiff’s Counsel considered Defendant’s arguments, e.g., that its practices, policies, and procedures complied with the law, aggrieved employees had signed arbitration agreements and/or releases of claims, that it correctly paid regular and overtime wages for all hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from “willful” failure to pay wages due, that Plaintiff and aggrieved employees suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other alleged California Labor Code violations, and that it had and has a practice and procedure for reimbursing employees for

1 necessary business-related expenses and did not require employees to undertake expenses that
2 were not reimbursed. Plaintiff's Counsel considered that it could be determined that individual
3 liability issues predominate (e.g., due to purported variation in shifts, departments, job duties, and
4 other circumstances which could raise individualized questions of fact) and could pose challenges
5 to manageability and the merits of the PAGA claim.

6 18. Plaintiff's Counsel considered information, data, and documents obtained through
7 investigation and from Plaintiff, Defendant, and other sources, including, but not limited to a
8 sampling of aggrieved employees' time and pay data, and created violation and penalties valuation
9 models prior to reaching the Settlement. Based thereon, Plaintiff's Counsel calculated the potential
10 value of the PAGA claim. However, the potential value of the PAGA claim assumed an exposure
11 based on Plaintiff having proven all elements of the claim and entitlement to civil penalties, despite
12 risks associated with demonstrating manageability, and establishing liability and any underlying
13 California Labor Code violations, and significant additional costs that would have to be incurred
14 in order to establish liability and obtain civil penalties.

15 19. While Plaintiff's Counsel disagreed with Defendant's arguments and factual
16 contentions, Plaintiff recognized the circumstances and realities of the case, applicable case law
17 and regulations, the costs and expenses of further litigation, and risks to recovery, and applied
18 appropriate discounts for them. Plaintiff's Counsel calculated the potential and realistic value of
19 the PAGA claim as follows:

- 20 a. Failure to Pay Overtime Wages: The potential value of civil penalties was
21 estimated to be \$1,273,900.00 (700 initial violations x \$50 + 12,389 subsequent
22 violations x \$100). A discount of 75% was applied to account for the risks
23 associated with Defendants' arbitration agreements (bringing the value closer to
24 \$318,475.00), a discount of 75% was applied to account for the risks associated
25 with succeeding on the merits, establishing manageability of the claim, and
26 establishing liability (bringing the value closer to \$79,618.75), and a discount of
27 75% was applied for the risks associated with the Court exercising its discretion
28 to reduce and/or assess lower penalties and to obtain a recovery and collect on

the judgment (bringing the value closer to \$19,904.69).

- b. Failure to Pay Minimum Wages: The potential value of civil penalties was estimated to be \$3,167,250.00 (700 initial violations x \$100 + 12,389 subsequent violations x \$200). A discount of 70% was applied to account for the risks associated with Defendants' arbitration agreements (bringing the value closer to \$950,175.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits, establishing manageability of the claim, and establishing liability (bringing the value closer to \$237,543.75), and a discount of 75% was applied for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and to obtain a recovery and collect on the judgment (bringing the value closer to \$59,385.94).
- c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of civil penalties was estimated to be \$1,273,900.00 (700 initial violations x \$50 + 12,389 subsequent violations x \$100). A discount of 70% was applied to account for the risks associated with Defendants' arbitration agreements (bringing the value closer to \$382,170.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits, establishing manageability of the claim, and establishing liability (bringing the value closer to \$95,542.50), and a discount of 75% was applied for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and to obtain a recovery and collect on the judgment (bringing the value closer to \$23,885.63).
- d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of civil penalties was estimated to be \$1,273,900.00 (700 initial violations x \$50 + 12,389 subsequent violations x \$100). A discount of 70% was applied to account for the risks associated with Defendants' arbitration agreements (bringing the value closer to \$382,170.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits,

1 establishing manageability of the claim, and establishing liability (bringing the
2 value closer to \$95,542.50), and a discount of 75% was applied for the risks
3 associated with the Court exercising its discretion to reduce and/or assess lower
4 penalties and to obtain a recovery and collect on the judgment (bringing the
5 value closer to \$23,885.63).

6 e. Failure to Timely Pay Wages During Employment and Upon Termination (i.e.
7 Waiting Time Penalties): Plaintiff alleged that, as a result of the above-discussed
8 alleged conduct, Defendant failed to pay Plaintiff and the aggrieved employees
9 all wages due to them while they were employed by Defendant, within the time
10 period permissible under California law. These wages included, but were not
11 limited to, minimum, regular, and overtime wages and meal and rest break
12 premium wages. However, arguably, violations of this provision of the
13 California Labor Code overlap with and are already pursued as part of the
14 allegations for the failure to pay wages and meal and rest premiums (which are
15 already discussed herein)—this aspect may cause a court to exercise discretion
16 to not assess separate penalties or to assess significantly reduced penalties. (Cal.
17 Lab. Code § 2699(e)(1)-(2).) Plaintiff also alleged that Defendant failed to pay
18 Plaintiff and the other aggrieved employees all wages due to them upon
19 termination, within the time period permissible under California Labor Code
20 sections 201 and 202. For example, Plaintiff alleged that she and other
21 aggrieved employees are entitled to unpaid wages arising from, *inter alia*, unpaid
22 wages and the failure to properly compensate them for all hours worked, as well
23 as, meal and rest period premiums. The potential value of civil penalties for
24 failure to timely pay wages upon termination of employment was estimated to
25 be \$50,000.00 (\$100 violation rate x 500 civil penalties for the number of
26 terminated employees). A discount of 70% was applied to account for the risks
27 associated with Defendants' arbitration agreements (bringing the value closer to
28 \$15,000.00), a discount of 75% was applied to account for the risks associated

with succeeding on the merits, establishing manageability of this claim, and establishing liability (bringing the value closer to \$3,750.00), and a discount of 80% was applied for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and to obtain a recovery and collect on the judgment (bringing the value of civil penalties closer to \$750.00).

f. Failure to Provide Compliant Wage Statements: The potential value of civil penalties was estimated to be \$3,167,250.00 (700 initial violations x \$100 initial violation civil penalty + 12,389 subsequent violations x \$250 subsequent violation civil penalty). A discount of 70% was applied to account for the risks associated with Defendants' arbitration agreements (bringing the value closer to \$950,175.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits, establishing manageability of the claim, and establishing liability (bringing the value closer to \$285,052.50), and a discount of 75% was applied for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and to obtain a recovery and collect on the judgment (bringing the value closer to \$71,263.13).

g. Failure to Maintain Payroll Records: The potential value of civil penalties was estimated to be \$350,000.00 (700 aggrieved employees x \$500 civil penalty). A discount of 70% was applied to account for the risks associated with Defendants' arbitration agreements (bringing the value closer to \$105,000.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits, establishing manageability of the claim, and establishing liability (bringing the value closer to \$31,500.00), and a discount of 70% was applied for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and to obtain a recovery and collect on the judgment (bringing the value closer to \$9,450.00).

h. Failure to Reimburse Necessary Business Expenses: The potential value of civil penalties was estimated to be \$2,547,800.00 (700 initial violations x \$100 +

12,389 subsequent violations x \$200). A discount of 70% was applied to account for the risks associated with Defendants' arbitration agreements (bringing the value closer to \$764,340.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits, establishing manageability of the claim, and establishing liability (bringing the value closer to \$229,302.00), and a discount of 70% was applied for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and to obtain a recovery and collect on the judgment (bringing the value closer to \$68,790.60).

20. The foregoing discussion confirms that the initial \$500,000.00 Total Settlement Amount provided by the Settlement is adequate in light of the legal basis, facts, evidence, and circumstances in connection with Plaintiff's allegations and the PAGA claim. The conclusion to be drawn from the foregoing analysis is that neither liability nor the ability to adjudicate and/or recover civil penalties on a representative basis is clear-cut, which is why the Parties elected to settle this matter. Plaintiff's Counsel considered the defenses asserted, information and evidence obtained, and circumstances in this case, which posed risks to representative adjudication and monetary recovery. Plaintiff's Counsel also considered the fact that, by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply, and that stacking and/or cumulative penalties may not be allowed.

RELEASED CLAIMS

21. By way of the April 2, 2026 Minute Order, the Court noted that a "direct release by the State of California should not be included, since the State is not directly participating in this lawsuit." (April 2, 2026 Minute Order, Section 1, ¶ 6).

22. To address the Court's concerns, the Parties amended Paragraph 8(a) to read: "Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, on behalf of the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants ..." (Amendment No. 1, ¶ J).

FEE-SPLITTING AGREEMENT

23. By way of the April 2, 2026 Minute Order, the Court ordered Plaintiff's Counsel to "attest as to whether there is a fee-splitting agreement with any other counsel, or confirm there is none." (April 2, 2026 Minute Order, Section 1, ¶ 7).

24. To address the Court's order, Plaintiff's counsel confirms that there is no fee splitting agreement with any other counsel.

INVOICE FROM THE PAGA SETTLEMENT ADMINISTRATOR

25. By way of the April 2, 2026 Minute Order, the Court requested an invoice from the PAGA Settlement Administrator "to support the \$8,000 administrator fee request." (April 2, 2026 Minute Order, Section 1, ¶ 8).

26. To address the Court's concerns, the Parties concurrently submit the Declaration of Taylor Mitzner with the PAGA Settlement Administrator's invoice attached as "Exhibit A."

COURT'S CONTINUING JURISDICTION

27. By way of the April 2, 2026 Minute Order, the Court instructed the Parties to revise the settlement to "specify that the Court's continuing jurisdiction is pursuant to California Code of Civil Procedure section 664.6." (April 2, 2026 Minute Order, Section 1, ¶ 9).

28. To address the Court's concerns, the Parties amended Paragraph 9(a) to provide the following: "The Parties agree that upon approval of the Settlement by the Court and after entry of judgment, the Court will have continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6, over all Parties to the Action, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement." (Amendment No. 1, ¶ K).

CONCURRENT PENDING CASES INVOLVING SIMILAR CLAIMS

29. By way of the April 2, 2026 Minute Order, the Court instructed Plaintiff's counsel to "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." (April 2, 2026 Minute Order, Section 1, ¶ 10).

30. Based on Plaintiff's Counsel's research, there is one (1) concurrent pending action alleging wage and hour violations of the California Labor Code entitled *Roseanna Vasquez v. Alamitos Enterprises, LLC dba Jiffy Lube*, Los Angeles County Superior Court, Case No. 20STCV31966.

MODIFICATIONS TO THE COVER LETTER

31. By way of the April 2, 2026 Minute Order, the Court instructed the Parties to revise the Cover Letter to add page numbers. (April 2, 2026 Minute Order, Section 2, ¶ 1).

32. To address the Court's request, the Parties revised the Cover Letter to add page numbers. (Cover Letter, pgs. 1-2).

33. By way of the April 2, 2026 Minute Order, the Court instructed the Parties to revise the Cover Letter to provide an explanation of PAGA. (April 2, 2026 Minute Order, Section 2, ¶ 2).

34. To address the Court's request, the Parties revised the Cover Letter to provide the following: "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." (Cover Letter, p. 1).

35. By way of the April 2, 2026 Minute Order, the Court instructed the Parties to revise the Cover Letter to "state the gross settlement amount, the specific awards and disbursements made therefrom, the net settlement amount, and the portions allocated to the LWDA and aggrieved employees." (April 2, 2026 Minute Order, Section 2, ¶ 3).

36. To address the Court's request, the Parties revised the Cover Letter to state the escalated Total Settlement Amount of \$505,266.08, state the specific amounts and disbursements to be made from the Total Settlement Amount, state the Net Settlement Amount of \$316,284.08, and state the specific amounts to be disbursed to the LWDA (i.e., \$237,213.06) and aggrieved

employees (i.e., \$79,071.02). (Cover Letter, p. 2).

37. By way of the April 2, 2026 Minute Order, the Court instructed the Parties to revise the Cover Letter to “notify the aggrieved employees that they cannot opt out of the settlement and that, even if they do not cash their checks, they will be bound by the release.” (April 2, 2026 Minute Order, Section 2, ¶ 4).

38. To address the Court’s concerns, the Parties revised the Cover Letter to add the following provision: “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.” (Cover Letter, p. 2).

MODIFICATIONS TO THE PROPOSED ORDER

39. By way of the April 2, 2026 Minute Order, the Court instructed the Parties to revise the proposed order to provide the “specific awards and disbursements ... set forth in this order.” (April 2, 2026 Minute Order, Section 3, ¶ 1).

40. To address the Court’s concerns, the Parties revised the proposed order to provide the specific awards and disbursements as set forth in the April 2, 2026 Minute Order. (Proposed Order, ¶ 9).

41. By way of the April 2, 2026 Minute Order, the Court instructed the Parties to revise the proposed order to delete “attorney information” from the caption page. (April 2, 2026 Minute Order, Section 3, ¶ 2).

42. To address the Court’s concerns, the Parties revised the proposed order to remove the attorney information from the caption page.

43. By way of the April 2, 2026 Minute Order, the Court instructed the Parties to revise the proposed order to update the hearing date to “reflect the continued hearing date.” (April 2, 2026 Minute Order, Section 3, ¶ 3).

44. To address the Court’s concerns, the Parties revised the proposed order to update the hearing date to be June 11, 2026 at 2:00 p.m. in Department CX102 of the above-captioned Court. (Proposed Order, p. 1).

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45. By way of the April 2, 2026 Minute Order, the Court instructed the Parties to revise the proposed order to “reference by name and ROA number the declaration(s) to which the Settlement Agreement and any amendments thereto are attached.” (April 2, 2026 Minute Order, Section 3, ¶ 4).

46. To address the Court’s concerns, the Parties revised the proposed order to reference that the Original Settlement Agreement is attached to the Declaration of Brian J. St. John (ROA No. 69) and the Amendment No. 1 is attached to the Declaration of Selena Matavosian. (Proposed Order, ¶ 2).

47. By way of the April 2, 2026 Minute Order, the Court instructed the Parties to revise the proposed order to “specify the dollar amount of the Net Settlement Amount and the dollar amounts representing the 75% allocated to the LWDA and the 25% allocated to the aggrieved employees.” (April 2, 2026 Minute Order, Section 3, ¶ 5).

48. To address the Court’s concerns, the Parties revised the proposed order to provide the specific dollar amount for the Net Settlement Amount of \$316,284.08, and that seventy-five percent (75%) of the Net Settlement Amount (i.e., \$237,213.06) shall be distributed to the LWDA, and twenty-five percent (25%) of the Net Settlement Amount (i.e, \$79,071.02) shall be distributed to the Aggrieved Employees. (Proposed Order, ¶ 9).

49. By way of the April 2, 2026 Minute Order, the Court instructed the Parties to revise Paragraph 17 the proposed order to “accurately describe the amount of the final installment payment Defendant must pay in accordance with ¶ 3(a)(6) of the settlement agreement.” (April 2, 2026 Minute Order, Section 3, ¶ 6).

50. To address the Court’s concerns, the Parties revised the proposed order to provide for the total amount due for Installment Payment 13 (i.e., \$38,599.45). (Proposed Order, ¶ 18).

51. By way of the April 2, 2026 Minute Order, the Court instructed the Parties to revise the proposed order to “include a provision setting a Final Accounting hearing date and deadline by which a Final Accounting report must be submitted by Plaintiff.” (April 2, 2026 Minute Order, Section 3, ¶ 7).

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52. To address the Court's concerns, the Parties revised the proposed order to include August 26, 2027 at 2:00 p.m. in Department CX102 for the proposed Final Accounting hearing date, along with the deadline to file 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. (Proposed Order, ¶ 27).

53. By way of the April 2, 2026 Minute Order, the Court instructed the Parties to revise the proposed order to "state that the Court's continuing jurisdiction is pursuant to California Code of Civil Procedure section 664.6." (April 2, 2026 Minute Order, Section 3, ¶ 8).

54. To address the Court's concerns, the Parties revised the proposed order to include the following: "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." (Proposed Order, ¶ 25).

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

Executed on this 19th day of May 2026, at Glendale, California.



Selena Matavosian

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

MINUTE ORDER

DATE: 04/02/2026

TIME: 02:00:00 PM

DEPT: CX102

JUDICIAL OFFICER PRESIDING: Layne H. Melzer

CLERK: L. Mendez

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: A. Condaras

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: 74720596

EVENT TYPE: Motion - Other

MOVING PARTY: Aileen Rodriguez

CAUSAL DOCUMENT/DATE FILED: Motion - Other for approval of paga settlement agreement,
12/04/2025

APPEARANCES

No Appearance by all parties

Tentative Ruling posted on the Internet.

The Tentative Ruling was accepted and no appearance was requested.

The Court confirms the tentative ruling, a copy of which is attached hereto and incorporated herein by reference.

Rodriguez vs. Alamos Enterprises, LLC
30-2023-01349555

Motion for Approval of PAGA Settlement

Plaintiff Aileen Rodriguez's Motion for Approval of PAGA Settlement is **CONTINUED to June 11 at 2:00 p.m. in Department CX102** in order to give Plaintiff's counsel an opportunity to address the issues identified below.

This is a PAGA-only action.

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

The Court concludes 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.

The Court further concludes 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.

The Court has identified the following issues with the moving papers, which must be addressed by Plaintiff's counsel before approval can be granted:

1. The settlement agreement at ¶ 3(a)(1) provides that the following amount "will be paid" from the Total Settlement Amount: "Attorneys' fees in the amount of Thirty-Five (35%) of the Total Settlement Amount, which is One Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00) if the Total Settlement Amount remains \$500,000.00." This provision is worded to require this amount be paid to Plaintiff's counsel as a fixed amount, rather than the amount "up to" which the Court may approve, even though the Court has discretion to determine the amount of reasonable attorneys' fees to award to Plaintiff's counsel under Labor Code section 2699.
2. The moving papers fail to provide the Aggrieved Employees' estimated individual recovery under the proposed settlement, including the estimated average, low, and high payments.
3. The Settlement Agreement does not explicitly specify an order of distribution of settlement funds. Given that the GSA will be paid by Defendant in installments, so as to avoid any ambiguity, the Settlement Agreement should be revised to specify the order of payment as follows: (1) Aggrieved employees, (2) LWDA, (3) General Release Fee to Plaintiff, (4) administration costs, and (5) attorneys' fees and litigation costs.
4. The Settlement Agreement includes an escalator clause. But this is a motion to have the settlement fully approved, and so a specific GSA must be approved upon the granting of this

motion. At this point, the parties should know or be able to determine the number of Aggrieved Employees and qualifying pay periods based on the PAGA Period.

5. The Court requires a more detailed valuation analysis of why the settlement is fair, adequate, and reasonable in light of the strengths and weaknesses of the claims, which should specify (1) the maximum realistic recovery on each claim asserted in the operative complaint, including penalties (calculated based on number of workweeks, average daily pay rate, violation rate, etc.); (2) the actual discount amounts applied to each claim for any defenses or risks; (3) the adjusted value of each claim after applying any discounts, and (4) an analysis of the GSA as a percentage of the maximum realistic recovery and the risk-adjusted recovery.
6. A direct release by the State of California should not be included, since the State is not directly participating in this lawsuit. Instead, this provision of the settlement agreement should be amended to read: "Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, *on behalf of* the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released" (Settlement, ¶ 8(a), italics added for emphasis).
7. Plaintiff's counsel must attest as to whether there is a fee-splitting agreement with any other counsel, or confirm there is none.
8. An invoice from the administrator is required to support the \$8,000 administrator fee request.
9. The Settlement Agreement should specify that the Court's continuing jurisdiction is pursuant to California Code of Civil Procedure section 664.6.
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.

Plaintiff's counsel must also provide a revised notice/cover letter to aggrieved employees that will accompany the payment to them, with the following revisions:

1. The pages should be numbered.
2. The cover letter should provide an explanation of PAGA.
3. The cover letter should state the gross settlement amount, the specific awards and disbursements made therefrom, the net settlement amount, and the portions allocated to the LWDA and the aggrieved employees.
4. The cover letter should notify the aggrieved employees that they cannot opt out of the settlement and that, even if they do not cash their checks, they will be bound by the release.

Plaintiff's counsel must also provide a revised [Proposed] Order Approving PAGA Settlement and Judgment with the following revisions:

1. The specific awards and disbursements should be revised to reflect the amounts set forth in this order.
2. Attorney information must be deleted from the caption page.
3. The date of the hearing should be updated to reflect the continued hearing date.
4. The proposed order and judgment should reference by name and ROA number the declaration(s) to which the Settlement Agreement and any amendments thereto are attached.
5. The proposed order and judgment should specify the dollar amount of the Net Settlement Amount and the dollar amounts representing the 75% allocated to the LWDA and the 25% allocated to the aggrieved employees.
6. Paragraph 17 of the proposed order and judgment does not accurately describe the amount of the final installment payment Defendant must pay in accordance with ¶ 3(a)(6) of the settlement agreement.

7. The proposed order and judgment should include a provision setting a Final Accounting hearing date and a deadline by which a Final Accounting report must be submitted by Plaintiff. Counsel should propose a realistic Final Accounting hearing date, taking into account the deadlines associated with funding the settlement, mailing distributions, allowing the check-cashing deadline to pass, and depositing uncashed check funds pursuant to the terms of the settlement agreement. The Court usually sets these hearings 9-10 months after final approval if total funding is immediate and the check-cashing deadline is 180 days. The parties must report to the Court the total amount that was actually paid to Aggrieved Employees and all others in accordance with the settlement agreement. All supporting papers must also be filed at least sixteen (16) court days before the Final Accounting hearing date.
8. The proposed order and judgment should state that the Court's continuing jurisdiction is pursuant to California Code of Civil Procedure section 664.6.

The Court further refers Plaintiff's counsel to the "Guidelines for Approval of Class Action Settlements & PAGA Settlements" posted on the Court's website for Department CX102, available at <https://voypubapps.occourts.org/complex-civil-calendar>.

Plaintiff's counsel must file supplemental papers addressing the Court's concerns no later than sixteen (16) court days prior to the continued hearing date. Counsel must also provide redlined versions of all revised papers and an explanation of how the pending issues were resolved with precise citation to any revisions. A supplemental declaration or brief that simply asserts the issues have been resolved is insufficient and will result in a continuance.

Plaintiff to give notice of this ruling, including to the LWDA, within five (5) court days, and file proof of service.

EXHIBIT 2

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SNB 326399)
Selena Matavosian (SBN 348044)
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Facsimile: (213) 680-4470

Attorneys for Defendants
ALAMITOS ENTERPRISES, LLC
(erroneously sued as THE ALAMITOS GROUP)

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

CLASS ACTION

**AMENDMENT NO. 1 TO THE
PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AGREEMENT
AND RELEASE**

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

Plaintiff Aileen Rodriguez (“Plaintiff”) and Defendants Alamitos Enterprises, LLC, erroneously sued as The Alamitos Group (“Defendants”) (together with Plaintiff, the “Parties”), pursuant to Paragraph 10 of the Private Attorneys General Act Settlement Agreement and Release entered into on or around July 3, 2025 (“Original Agreement”), hereby agree to amend the terms of the Original Agreement, as stated herein. Other than as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect.

A. Paragraph 3(a) of the Original Agreement is hereby amended as follows:

In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of Five Hundred and Five Thousand Two Hundred Sixty Six Dollars and Eight Cents (\$505,266.08) (the “Total Settlement Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

B. Paragraph 3(a)(1) of the Original Agreement is hereby amended as follows:

Attorneys’ fees in the amount of up to Thirty Percent (30%) of the Total Settlement Amount, which is One Hundred Fifty One Thousand Five Hundred Seventy Nine Dollars and Eighty Two Cents (\$151,579.82) if the Total Settlement Amount remains \$505,266.08, and reimbursement of litigation costs and expenses in the amount of up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendants will not contest.

C. Paragraph 3(b) of the Original Agreement is hereby amended as follows:

Based on a review of Defendants’ records to date, Defendants estimate there are approximately 763 individuals who worked approximately 13,100 Compensable Pay Periods. So long as the actual Compensable Pay Periods as of April 11, 2025, do not exceed 13,100 plus 10% (14,410), then Defendants shall not pay any further money above the Total Settlement Amount. However, if the actual Compensable Pay Periods as of April 11, 2025 exceed 13,100 plus 10% (14,410), Defendants will pay a pro rata amount for each additional Compensable Pay Period in excess of 13,100 plus 10% (14,410) at \$38.16 for each additional Compensable Pay Period. Based on information provided by the Settlement Administrator on May 13, 2026, the total number of Compensable Pay Periods for the time period from July 7, 2022 through April 11, 2025 (i.e., the

PAGA Period) is 14,548, which exceeds the 14,410 Compensable Pay Period threshold by 138 Pay Periods. As such, the escalator clause has been triggered, and Defendants agree to pay an increased amount of \$5,266.08 for an escalated Total Settlement Amount of \$505,266.08.

D. Paragraph 7(c)(3) of the Original Agreement is hereby amended as follows:

No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Installment Payment 1, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

E. Paragraph 7(d) of the Original Agreement is hereby amended as follows:

No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Installment Payment 8, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

F. Paragraph 7(e) of the Original Agreement is hereby amended as follows:

No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Installment Payment 13, the PAGA Settlement Administrator shall transmit the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless instructed otherwise by Plaintiff’s Counsel. At the request of Plaintiff’s Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff’s Counsel.

G. Paragraph 7(f) of the Original Agreement is hereby amended as follows:

No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Installment Payment 9, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

H. Paragraph 7(g) of the Original Agreement is hereby amended as follows:

No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Installment Payment 13, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

I. Paragraph 7(h) is hereby added to the Original Agreement:

As provided above, the PAGA Settlement Administrator shall distribute the Total Settlement Amount in the following order: (1) PAGA Settlement Package to the Aggrieved Employees, (2) LWDA Payment to the LWDA; (3) General Release Fee to Plaintiff; (4) Settlement Administration Costs to the PAGA Settlement Administrator; and (5) Attorneys' Fees and Costs to Plaintiff's Counsel.

J. Paragraph 8(a) of the Original Agreement is hereby amended as follows:

Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, on behalf of the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged 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 (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from 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 (collectively, the “Released Claims”).

K. Paragraph 9(a) of the Original Agreement is hereby amended as follows:

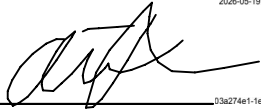
This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect. The Parties agree that upon approval of the Settlement by the Court and after entry of judgment, the Court will have continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6, over all Parties to the Action, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

L. Exhibit A. Exhibit A to the Original Agreement, which consisted of the Cover Letter (“Cover Letter”), is hereby replaced with the revised Cover Letter, attached hereto as “Exhibit A.”

IT IS SO AGREED.

Dated: 05/18/2026, 2026

By:

Electronically Signed 2026-05-19 00:18:31 UTC - 4.42.232.188

Wintex AssureSign® 03a274e1-1ed5-4852-b34f-b44e017814dd

Plaintiff Aileen Rodriguez

Dated: _____, 2026

By:

Defendants Alamitos Enterprises, LLC
(erroneously sued as The Alamitos Group)
Name:
Title:

1 accurate wage statements, failure to provide a day of rest, failure to maintain complete and
2 accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in
3 violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551,
4 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission
5 Wage Orders, including inter alia Wage Orders 1-2001, 4-2001, and 9-2001 (collectively, the
6 "Released Claims").

7 **K. Paragraph 9(a) of the Original Agreement is hereby amended as follows:**

8 This Settlement Agreement shall be governed and conformed in accordance with the laws
9 of the State of California. Should any non-material provision of this Settlement Agreement be
10 declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to
11 be enforceable such provision immediately shall become null and void, leaving the remainder of
12 this Settlement Agreement in full force and effect. The Parties agree that upon approval of the
13 Settlement by the Court and after entry of judgment, the Court will have continuing jurisdiction
14 pursuant to California Code of Civil Procedure section 664.6, over all Parties to the Action, for
15 purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b)
16 settlement administration matters, and (c) such post-judgment matters as may be appropriate under
17 court rules or as set forth in this Settlement.

18 **L. Exhibit A.** Exhibit A to the Original Agreement, which consisted of the Cover
19 Letter ("Cover Letter"), is hereby replaced with the revised Cover Letter, attached hereto as
20 "Exhibit A."

21 **IT IS SO AGREED.**

22 Dated: _____, 2026

23 By: _____
24 Plaintiff Aileen Rodriguez

25 Dated: 18 May, 2026

26 By: Michael Biddle
27 Defendants Alamitos Enterprises, LLC
28 (erroneously sued as The Alamitos Group)
Name: Michael Biddle
Title: COO

APPROVED AS TO FORM:

Dated: May 19, 2026

LAWYERS for JUSTICE, PC

By: /s/ 

Erica Stepanian
Selena Matavosian
Attorney for Plaintiff

Dated: May 18, 2026

**GORDON REES SCULLY
MANSUKHANI, LLP**

By: /s/ 

Linh T. Hua
Attorneys for Defendants

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].

EXHIBIT 3

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SNB 326399)
Selena Matavosian (SBN 348044)
Erica Stepanian (SBN 362054)
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Facsimile: (213) 680-4470

Attorneys for Defendants
ALAMITOS ENTERPRISES, LLC
(erroneously sued as THE ALAMITOS GROUP)

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

CLASS ACTION

**AMENDMENT NO. 1 TO THE
PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AGREEMENT
AND RELEASE**

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

1 Plaintiff Aileen Rodriguez (“Plaintiff”) and Defendants Alamitos Enterprises, LLC,
2 erroneously sued as The Alamitos Group (“Defendants”) (together with Plaintiff, the “Parties”),
3 pursuant to Paragraph 10 of the Private Attorneys General Act Settlement Agreement and Release
4 entered into on or around July 3, 2025 (“Original Agreement”), hereby agree to amend the terms
5 of the Original Agreement, as stated herein. Other than as expressly set forth herein, the terms
6 and conditions of the Original Agreement shall remain in full force and effect.

7 **A. Paragraph 3(a) of the Original Agreement is hereby amended as follows:**

8 In consideration for Plaintiff signing this Settlement Agreement and complying with its
9 terms, Defendants shall pay the maximum gross sum of Five Hundred and Five Thousand Two
10 Hundred Sixty Six Dollars and ZeroEight Cents (\$500,000.00505,266.08) (the “Total Settlement
11 Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as
12 follows:

13 **B. Paragraph 3(a)(1) of the Original Agreement is hereby amended as follows:**

14 Attorneys’ fees in the amount of up to ~~Thirty-Five (35 Percent (30%))~~ of the Total
15 Settlement Amount, which is One Hundred ~~and Seventy-Five~~Fifty One Thousand Five Hundred
16 Seventy Nine Dollars and ZeroEighty Two Cents (\$175,000.00151,579.82) if the Total Settlement
17 Amount remains \$500,000.00505,266.08, and reimbursement of litigation costs and expenses in
18 the amount of up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) (collectively,
19 “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendants will not contest.

20 **C. Paragraph 3(b) of the Original Agreement is hereby amended as follows:**

21 Based on a review of Defendants’ records to date, Defendants estimate there are
22 approximately 763 individuals who worked approximately 13,100 Compensable Pay Periods. So
23 long as the actual Compensable Pay Periods as of April 11, 2025, do not exceed 13,100 plus 10%
24 (14,410), then Defendants shall not pay any further money above the GrossTotal Settlement
25 Amount. However, if the actual Compensable Pay Periods as of April 11, 2025 exceed 13,100
26 plus 10% (14,410), Defendants will pay a pro rata amount for each additional Compensable Pay
27 Period in excess of 13,100 plus 10% (14,410) at \$38.16 for each additional Compensable Pay
28 Period. Based on information provided by the Settlement Administrator on May 13, 2026, the total

number of Compensable Pay Periods for the time period from July 7, 2022 through April 11, 2025 (i.e., the PAGA Period) is 14,548, which exceeds the 14,410 Compensable Pay Period threshold by 138 Pay Periods. As such, the escalator clause has been triggered, and Defendants agree to pay an increased amount of \$5,266.08 for an escalated Total Settlement Amount of \$505,266.08.

D. Paragraph 7(c)(3) of the Original Agreement is hereby amended as follows:

No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and ~~Total Settlement Amount~~Installment Payment 1, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

E. Paragraph 7(d) of the Original Agreement is hereby amended as follows:

No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and ~~Total Settlement Amount~~Installment Payment 8, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

F. Paragraph 7(e) of the Original Agreement is hereby amended as follows:

No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and ~~Total Settlement Amount~~Installment Payment 13, the PAGA Settlement Administrator shall transmit the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless instructed otherwise by Plaintiff’s Counsel. At the request of Plaintiff’s Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff’s Counsel.

G. Paragraph 7(f) of the Original Agreement is hereby amended as follows:

No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and ~~Total Settlement Amount~~Installment Payment 9, the

PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

H. Paragraph 7(g) of the Original Agreement is hereby amended as follows:

No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and ~~Total Settlement Amount~~Installment Payment 13, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

I. Paragraph 7(h) is hereby added to the Original Agreement:

As provided above, the PAGA Settlement Administrator shall distribute the Total Settlement Amount in the following order: (1) PAGA Settlement Package to the Aggrieved Employees, (2) LWDA Payment to the LWDA; (3) General Release Fee to Plaintiff; (4) Settlement Administration Costs to the PAGA Settlement Administrator; and (5) Attorneys' Fees and Costs to Plaintiff's Counsel.

J. Paragraph 8(a) of the Original Agreement is hereby amended as follows:

Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff ~~and~~, on behalf of the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged 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 (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from 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

1 employment, failure to timely pay wages upon termination, failure to provide compliant and
2 accurate wage statements, failure to provide a day of rest, failure to maintain complete and accurate
3 payroll records, and failure to reimburse necessary business-related expenses and costs, in
4 violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551,
5 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission
6 Wage Orders, including inter alia Wage Orders 1-2001, 4-2001, and 9-2001 (collectively, the
7 “Released Claims”).

8 **K. Paragraph 9(a) of the Original Agreement is hereby amended as follows:**

9 This Settlement Agreement shall be governed and conformed in accordance with the laws
10 of the State of California. Should any non-material provision of this Settlement Agreement be
11 declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified
12 to be enforceable such provision immediately shall become null and void, leaving the remainder
13 of this Settlement Agreement in full force and effect. The Parties agree that upon approval of the
14 Settlement by the Court and after entry of judgment, the Court will have continuing jurisdiction
15 pursuant to California Code of Civil Procedure section 664.6, over all Parties to the Action, for
16 purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b)
17 settlement administration matters, and (c) such post-judgment matters as may be appropriate under
18 court rules or as set forth in this Settlement.

19 **L. Exhibit A.** Exhibit A to the Original Agreement, which consisted of the Cover Letter
20 (“Cover Letter”), is hereby replaced with the revised Cover Letter, attached hereto as “**Exhibit**
21 **A.**”

22 **IT IS SO AGREED.**

23
24 Dated: _____, 2026

By: _____
Plaintiff Aileen Rodriguez

25
26
27 Dated: _____, 2026

By: _____
Defendants Alamitos Enterprises, LLC
(erroneously sued as The Alamitos Group)

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Name:
Title:

APPROVED AS TO FORM:

Dated: _____, 2026

LAWYERS *for* JUSTICE, PC

By: /s/ _____
Erica Stepanian
Selena Matavosian
Attorney for Plaintiff

Dated: _____, 2026

**GORDON REES SCULLY
MANSUKHANI, LLP**

By: /s/ _____
Linh T. Hua
Attorneys for Defendants

EXHIBIT 4

Exhibit A – COVER LETTER

<<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.

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].