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Attorneys for Plaintiff

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

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

Plaintiff,

vs.

CENTRAL VALLEY TRAINING
CENTER, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CV-24-000951

Honorable Clifford H. Tong
Department 23

**DECLARATION OF VARTAN MADOYAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE, AWARD OF ATTORNEYS'
FEES AND COSTS, GENERAL RELEASE
FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

Hearing Date: September 15, 2026
Hearing Time: 8:30 a.m.
Department: 23

Complaint Filed: February 6, 2024
Trial Date: None Set

**DECLARATION OF VARTAN MADOYAN IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE, AWARD
OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan, 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 Erik Palon (“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.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwarzian is the CEO and Managing Partner of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern

1 to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth
2 Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial
3 Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
4 Appellate District. In December of 2004, he obtained a license to practice law from the
5 California State Bar. Since in or around October of 2008, through his work at Lawyers for
6 Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment
7 class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
8 consumer fraud. While employed by Lawyers for Justice PC, he has argued over one hundred
9 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
10 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
11 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
12 counsel, he has successfully litigated cases involving the executive, administrative, and other
13 overtime exemptions to the State of California and federal overtime compensation requirements.
14 Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by
15 contested motion practice in approximately sixteen (16) cases in the last decade, and litigated
16 over 1,000 class action or representative action cases.

17 4. Arby Aiwazian is a Senior Partner of Lawyers for Justice, PC. He received his
18 Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum
19 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From
20 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
21 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
22 From approximately August 2008 to approximately December 2008, he served as a Judicial
23 Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the
24 Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice
25 before all courts of the State of California and all United States District Courts in the State of
26 California. He has worked on many wage-and-hour class action and representative action cases,
27 taking the lead in taking and defending depositions, arguing motions, and attending mediations.

1 He has played an integral role in preparing matters for class certification, including and not
2 limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County
3 Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County
4 Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County
5 Superior Court Case No. RG13680477). Under his supervision, dozens of class action or
6 representative action cases have resulted in settlements that have been granted court approval,
7 including and not limited to, those listed in paragraph 7 herein. He has handled over one
8 hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class
9 action or representative action cases which have resulted in settlement.

10 5. Joanna Ghosh is a Senior Partner of Lawyers for Justice, PC. She received a
11 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
12 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
13 Georgetown University Law Center in 2010. She is admitted to practice in California (since
14 2010) and in New York (since 2013) and is also also admitted to practice in all U.S. District
15 Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the
16 U.S. Supreme Court. She has taken and defended dozens of depositions and successfully
17 handled motion practice in class action cases regarding discovery (including and not limited to,
18 regarding class contact information), class certification (both contested class certification and
19 stipulated class certification), arbitration agreements, coordination, and intervention. She has
20 successfully handled briefing and oral argument on appeal and obtained notable decisions
21 regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA
22 claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9
23 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB,*
24 *N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions,
25 including and not limited to working on cases to obtain class certification through contested
26 motion practice and working on cases in the post-certification stage (e.g., post-certification
27 discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with
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co-counsel in a case involving a certified class consisting of approximately 2,600 individuals. She has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under Joanna Ghosh's, Edwin Aiwasian, and Arby Aiwasian's supervision, Lawyers for Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

6. I, Vartan Madoyan, am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree in Economics from the University of California, San Diego in 2007, and a Juris Doctor degree from Loyola Law School in 2011, graduating with Cum Laude and Order of the Coif honors. I am admitted to practice before all courts in the State of California and all U.S. District Courts in California. I externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy Court, Central District of California, from June 2009 to August 2009. I externed for the Honorable Gary A. Feess of the United States District Court, Central District of California, from January 2010 to May 2010. From 2011 through and including the present, I have practiced almost exclusively on complex wage and hour class action and PAGA action matters in California. From October 2011 to June 2013, I was an Associate at Littler Mendelson's Century City, California office, working for one of the largest employer-side labor and employment law firms in the United States. From July 2013 to March 2014, I was an Associate at Sheppard, Mullin, Richter & Hampton's Century City, California office. From March 2014 to July 2023, I worked as an Associate and then as Counsel at Baker Hostetler LLP's Los Angeles office. From August 2023 to the present, I have been a Member of Lawyers for Justice, PC. I have taken and defended dozens of depositions and successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration

1 agreements, coordination, and intervention. I have successfully handled a complex wage and
2 hour class action and PAGA case through a trial verdict in the matter of *Estrada v. Royalty*
3 *Carpet Mills*, Orange County Superior Court, Case No. 30-2013-00692890. I have also
4 successfully handled briefing on appeal regarding employer efforts to compel arbitration.
5 *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth District, Case No. F084706
6 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I have extensive experience
7 with settlements of class actions and PAGA actions and have handled and supervised this
8 process in over one hundred (100) cases.

9 **EXAMPLES OF RESULT IN REPRESENTATIVE AND CLASS ACTION CASES**

10 7. What follows are just a few examples of the type of results Lawyers for Justice,
11 PC (“LFJ”) has achieved on behalf of its clients:

12 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class action against a major property management company involving allegations
14 of misclassification of various “manager” positions. On September 20, 2010, the court granted
15 final approval of the class action settlement. The Los Angeles County Superior Court Case
16 Number is BC400414.

17 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class action against a national retailer of household items involving allegations of
19 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
20 granted final approval of the class action settlement. The Los Angeles County Superior Court
21 Case Number is BC413498.

22 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a national property management company involving
24 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
25 granted final approval of the class action settlement. The Los Angeles County Superior Court
26 Case Number is BC430918.

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1 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA representative action involving allegations of misclassification
3 of the salaried residential “Property Manager” position. On September 17, 2015, the court
4 granted plaintiff’s motion for class certification. On October 20, 2017, the court granted final
5 approval of the class and PAGA representative action settlement. The Los Angeles County
6 Superior Court Case Number is BC474784.

7 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a national retailer of upscale
9 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the
10 court granted final approval of the class and PAGA representative action settlement. The Los
11 Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial
12 Council Coordination Proceeding Number is 4794.

13 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class action against a national retailer of apparel and fashion accessories, on
15 behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the
16 class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

17 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
19 involving allegations of misclassification of the “Department Manager” position. On August 12,
20 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class.
21 On August 6, 2019, the court granted final approval of the class action settlement. The Alameda
22 County Superior Court Case Number is RG13680477.

23 m) LFJ represented the plaintiff in a PAGA representative action against a
24 real estate and property management company, on behalf of non-exempt employees. On
25 November 4, 2016, the court granted approval of the PAGA representative action settlement. The
26 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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1 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of
3 non-exempt employees. On November 18, 2016, the court granted final approval of the class and
4 PAGA representative action settlement. The San Francisco County Superior Court Case Number
5 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

6 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
7 representative action against a foodservice distributor, on behalf of non-exempt employees. On
8 January 26, 2017, the court granted final approval of the class and PAGA representative action
9 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

10 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
11 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
12 the employer's motion to compel arbitration, which resulted in a published opinion by the
13 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
14 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
15 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
16 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
17 5046.

18 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a consumer packaging company,
20 on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the
21 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
22 Number is BC590429.

23 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a manufacturer of food service
25 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
26 approval of the class and PAGA representative action settlement. The Orange County Superior
27 Court Case Number is 30-2015-00810013-CU-OE-CXC.

1 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a lumber and hardware company
3 on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the
4 class and PAGA representative action settlement. The Orange County Superior Court Case
5 Number is 30-2014-00747750-CU-OE-CXC.

6 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
7 representative action against a property management company, on behalf of non-exempt
8 employees. On June 14, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC586234.

11 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a food company on behalf of non-exempt employees. On June 30,
13 2017, the court granted final approval of the class and PAGA representative action settlement.
14 The Sacramento County Superior Court Case Number is 34-2015-00175871.

15 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
16 representative action against a chocolate company on behalf of non-exempt employees. On July
17 19, 2017, the court granted final approval of the class and PAGA representative action
18 settlement. The Alameda County Superior Court Case Number is RG15764300.

19 w) LFJ firm represented the plaintiff in a PAGA representative action, against
20 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
21 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
22 Los Angeles County Superior Court Case Number is BC569664.

23 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a manufacturer of plastic containers on behalf of non-exempt
25 employees. On October 31, 2017, the court granted final approval of the class and PAGA
26 representative action settlement. The Los Angeles County Superior Court Case Number is
27 BC577233.

1 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
3 employees. On December 11, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC569646.

6 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a property management company
8 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
9 approval of the class and PAGA representative action settlement. The Los Angeles County
10 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
11 Number is 4819.

12 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a global provider of flexible office
14 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
15 representative action settlement. The Los Angeles County Superior Court Case Number is
16 BC498401.

17 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
18 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
19 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
20 The Tulare County Superior Court Case Number is VCU264528.

21 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
22 representative action against a behavioral health service provider on behalf of non-exempt
23 employees. On November 13, 2018, the court granted final approval of the class and PAGA
24 representative action settlement. The Alameda County Superior Court Case Number is
25 RG16811450.

26 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 PAGA representative action against a global provider of products and services to the energy
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1 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
2 granted approval of the PAGA representative action settlement. The Kern County Superior
3 Court Case Number is S-1500-CV-280215-SDC.

4 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
5 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
6 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
7 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
8 Council Coordination Proceeding Number is 4886.

9 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
11 employees. On September 27, 2019, the court granted the plaintiffs' motion for class
12 certification in part and certified a class. The Alameda County Superior Court Case Number is
13 RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

14 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of apparel and
16 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
17 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
18 court granted final approval of the class and PAGA representative action settlement. The
19 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

20 hh) LFJ, in association with co-counsel therein, represented the plaintiff in a
21 wage-and-hour class and PAGA representative action against a medical equipment supplier on
22 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
23 for class certification and certified a class. On November 2, 2023, the court granted final
24 approval of the class and PAGA representative action settlement. The San Bernardino County
25 Superior Court Case Number is CIVDS1505744.

26 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
27 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
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1 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
2 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
3 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted
4 approval of the PAGA representative action settlement. The San Diego County Superior Court
5 Case Number is 37-2016-00005578-CU-OE-CTL.

6 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action against a large national drug testing
8 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
9 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
10 granted final approval of the class and PAGA representative action settlement. The San Diego
11 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

12 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
14 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
15 court granted in part the plaintiff's motion for class certification and certified a class. The
16 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
17 Judicial Council Coordination Proceeding Number is 4930.

18 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a plastic packaging company on
20 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs'
21 motion for class certification and certified a class. On November 8, 2021, the court granted
22 approval of the partial settlement of the action. On April 22, 2024, the court granted approval of
23 the PAGA settlement and entered an order dismissing the action. The San Bernardino County
24 Superior Court Case Number is CIVDS1507361.

25 mm) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against manufacturer and supplier of power products and services on
27 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'

1 motion for class certification and certified a class. On August 27, 2021, the court granted final
2 approval of the class action settlement. The San Diego County Superior Court Case Number is
3 37-2015-00025968-CU-OE-CTL.

4 nn) LFJ represented the plaintiff in a wage-and-hour class action against a
5 nutritional products manufacturer on behalf of non-exempt production line employees. On
6 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
7 certified a class. On January 16, 2024, the court granted final approval of the class and PAGA
8 representative action settlement. The Solano County Superior Court Case Number is
9 FCS051001.

10 oo) LFJ represents the plaintiffs in a wage-and-hour class action against a
11 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for
12 the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On
13 July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class.
14 The Los Angeles County Superior Court Case Number is BC707670.

15 pp) LFJ represents the plaintiffs in a wage-and-hour class action against a
16 chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in
17 part the plaintiffs' motion for class certification and certified a class. The San Francisco
18 Superior Court Case Number is CGC-20-582809.

19 THE LAWSUIT

20 8. Defendant is located in Stockton, California and provides services to people with
21 developmental disabilities, including individualized and vocational training to their clients and a
22 24/7 crisis response team. During the relevant time period, Defendant operates multiple locations
23 in the United States, including approximately seven locations in California. Erik Palon is a
24 former employee of Defendant.

25 9. Plaintiff has satisfied the prerequisites under California Labor Code section
26 2699.3(a), including, and not limited to, providing the California Labor and Workforce
27 Development Agency ("LWDA") and the employer with written notice of the specific provisions
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of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff Erik Palon that was dated November 30, 2023 (“PAGA Notice”). The PAGA Notice was sent by U.S. Certified Mail to the employers and submitted to the LWDA by way of online submission on the LWDA’s website. Aside from confirmation of receipt of the PAGA Notices, the LWDA did not respond to the PAGA Notices. A true and correct copy of the PAGA Notice is attached hereto as “**EXHIBIT 2.**”

10. On February 6, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) against Defendant in the Stanislaus County Superior Court (“Court”), Case No. CV-24-000951 (the “Action”). Plaintiff’s core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and other Aggrieved Employees, of, *inter alia*, failing to pay overtime and minimum wages, 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 keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

11. On April 3, 2024, Defendant filed an Answer to the Operative Complaint. Defendant maintained, and continues to maintain, that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks penalties under the PAGA.

THE SETTLEMENT REACHED IN THE ACTION

12. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff Erik Palon, for himself and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act,

and Defendant Central Valley Training Center, Inc. (“Defendant”). The parties have also drafted and agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as “EXHIBIT A” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

13. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the PAGA Release Period (“Aggrieved Employees”). The “PAGA Period” means the period between November 30, 2022, through May 13, 2025. Based on information provided by Defendant, it is estimated that during the PAGA Period there are approximately 887 Aggrieved Employees who are credited with 26,769 Compensable Pay Periods.

14. Defendant has agreed to pay the gross amount of \$270,000.00 (“Total Settlement Amount”), subject to possible increase under Section 3(b) of the Settlement Agreement, to settle this matter. The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the amount of 35% of the Total Settlement Amount (i.e. \$94,500.00 for attorneys’ fees if the Total Settlement Amounts remains \$270,000.00) and up to \$20,000.00 for reimbursement of litigation costs and expenses to Lawyers for Justice, PC (“Plaintiff’s Counsel”); (2) General Release Fee in the amount of \$7,500.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$15,000.00 to the PAGA Settlement Administrator. Plaintiff’s Counsel’s actual litigation costs and expenses exceed \$20,000.00 (true and correct copy of such costs are attached as “EXHIBIT 3”), but my firm only seeks reimbursement of \$20,000.00 which is to the benefit of the State of California and Aggrieved Employees. Assuming that the requested Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net

Settlement Amount is estimated to be approximately \$133,00.00. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$99,750.00 (“LWDA Payment”), and 25% of the Net Settlement Amount, which is estimated to be \$33,250.00 (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period (“Compensable Pay Periods”). The parties have agreed to retain Simpluris, Inc. (“Simpluris” or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$15,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL

15. The effectiveness of Plaintiff’s Counsel, Lawyers for Justice, PC in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

16. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal full-day mediation on February 11, 2025, conducted by Paul Grossman Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the Parties reached the Settlement described herein. In the course of mediation and settlement discussions, the parties discussed all aspects of the case,

1 including the risks and delays of further litigation and proceeding with trial, as well as the law
2 relating to representative PAGA actions, meal and rest periods, meal waivers, arbitration,
3 Industrial Welfare Commission Wage Orders, wage-and-hour enforcement, the evidence
4 produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals,
5 among other things. During all settlement discussions, the parties conducted their negotiations at
6 arm's length in an adversarial position.

7 17. Prior to reaching the Settlement, the parties investigated the veracity, strength,
8 and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted
9 significant investigation and formal and informal discovery and exchange of information,
10 documents, and data regarding the facts of the case, including and not limited to, the review,
11 consideration, and analysis of thousands of pages of information, documents, and data obtained
12 from Plaintiff, Defendant, and other sources. Plaintiff's Counsel propounded personnel file
13 requests (to which Defendant responded and produced documents), and Plaintiff's Counsel
14 propounded multiple sets of formal written discovery requests onto Defendant (specifically,
15 Requests for Production of Documents (Sets One), Special Interrogatories (Sets One and Two),
16 and Form Interrogatories – General (Set One)). The information, documents, and data that were
17 reviewed and analyzed by Plaintiff's Counsel included, and were not limited to, Plaintiff's
18 employment records; a detailed sampling of Aggrieved Employees time and pay data;
19 Defendant's Employee Handbook; job descriptions; various forms, agreements, and
20 acknowledgments (such as, Defendant's Acknowledgement of Wage Garnishment Charge,
21 Signed Acknowledgements Form, and Job Acknowledgements Form; and Defendant's
22 operations and employment practices, policies, and procedures (such as, Defendant's Payroll
23 Policy, Time Keeping Requirements Policy, Meal and Rest Periods Policy, and Dress Code
24 Policy), among other documents. Counsel for the parties undertook significant investigation and
25 evaluation of the PAGA claim and related allegations, including, and not limited to,
26 calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's
27 Counsel included, but was not limited to: meeting and conferring with Defendant's counsel
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1 regarding the pleadings, case management, discovery, arbitration, mediation, and settlement
2 negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing,
3 and revising pleadings, court filings, motion-related papers (e.g., with respect to settlement
4 approval motion papers), briefs for settlement negotiations and mediation, and the settlement
5 agreement; and propounding written discovery requests on Defendant; claims evaluation and
6 analysis; preparing for and participating in settlement negotiations and the mediation; and
7 appearing for court proceedings. Counsel for the parties have further invested time to research
8 the applicable law, which is evolving as it relates to representative PAGA actions, meal and rest
9 periods, meal waivers, Industrial Welfare Commission Wage Orders, arbitration agreements,
10 wage-and-hour enforcement, Plaintiff's claims, and Defendant's defenses, as well as facts
11 discovered.

12 18. Based on investigation and information discovered, Plaintiff's Counsel believes
13 that there is sufficient evidence to support the allegations that Defendant violated the California
14 Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff
15 will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also
16 recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery.
17 For example, although wage-and-hour actions are amenable to resolution as to a group of
18 employees, some courts have also found that, for various reasons, the issues raised by Plaintiff,
19 including, and not limited to, the issues of non-compliant meal periods, non-compliant rest
20 periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable
21 for adjudication as to a group of employees.

22 19. Plaintiff and his counsel have also considered the uncertainty and risk of the
23 outcome of further litigation, including the difficulties and delays inherent in such litigation. In
24 order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the
25 alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the
26 imposition of penalties.

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**THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE
OF POSSIBLE OUTCOMES**

20. In order for Plaintiff to prevail on the PAGA claim, he would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the imposition of penalties. Furthermore, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff raises individualized issues and/or are not suitable for adjudication as to a group of employees.

21. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it would ultimately succeed in the action. Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against any of its employees, and that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

22. Defendant also challenged Plaintiff's standing as aggrieved employees and denied that any of its other employees whom Plaintiff seeks to represent are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. *See Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court*. (2009) 46th Cal.4th 993, 1001 (noting that PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported bifurcation because of the difficulties and inherent uncertainties of being able to establish liability with respect to a large number of potentially aggrieved employees and

noted that “PAGA’s public purpose would be ill-served if the court finds [the plaintiff] has not been aggrieved by a Labor Code violation”); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have “broad discretion to determine the order of proof in the interest of judicial economy”); see also Cal. Code Civ. Proc. § 598 (The court may “when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing, make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]”); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any cause of action or of any separate issue in the interest of convenience or to avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to “establish the sequence and timing of discovery for the convenience of parties and witnesses and in the interests of justice”); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of issues could be rendered moot).

23. Defendant pointed to case law that held that, given the derivative nature of the PAGA claim, it would stand or fall based on whether Plaintiff could successfully demonstrate the requisite elements to establish the various alleged violations of the California Labor Code that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*, failure to properly pay wages, failure to provide compliant meal and rest periods, failure to reimburse for expenses, etc.

24. Further, Defendant also maintained that, in addition to its strong arguments against the underlying claims, taking the current unsettled state of law, it would be unjust to award the maximum potential PAGA penalties. There was also a dearth of law and guidance regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly established methodology for the valuation and/or assessment of PAGA penalties, and case outcomes (such as those discussed below) have shown that the actual amount of civil penalties actually assessed by trial courts is far less than the amount sought.

25. Defendant also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is “unjust, arbitrary and oppressive, or confiscatory.” See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors). Defendant maintained, and continues to maintain, that it had and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Even if, *arguendo*, such violations occurred, which Defendant denies, Defendant contended that said violations would only be considered “initial violations” and thus heightened “subsequent violation” penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 (“Until the employer has been notified that it is violating a Labor Code provision [...], the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”). Defendant argued that it would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered “willful.” Defendant contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply. As discussed above, Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. As such, Defendant contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

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26. Plaintiff's Counsel was also aware of case law indicating that courts have attributed little separate value to PAGA claims, for example, allowing them to be resolved for \$0 where the other underlying California Labor Code claims are being (or have been) resolved, or, assessing much lower amounts of civil penalties against employers than are sought. *See e.g., Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), "the Court has broad discretion to award PAGA penalties the Court sees fit" and reducing the PAGA penalty award significantly from the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined

1 to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the
2 lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to
3 remedy ongoing or future violations, corporate defendants corrected violations and were no
4 longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on
5 individual defendants would not be confiscatory).

6 27. Importantly, Defendant also contended that the claims of Plaintiff and other
7 Aggrieved Employees are subject to enforceable agreements that included, *inter alia*, binding
8 individual arbitration and class and collective action waiver provisions. Defendant contended
9 that, taken together, these agreements would have claim preclusive impact, or otherwise, could
10 effectively be used to require Aggrieved Employees to engage in individual arbitration of their
11 individual claims on which the PAGA claim is predicated. There also was uncertainty regarding
12 PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute.
13 For example, as a result of a recent United States Supreme Court decision, it is more likely that
14 employer agreements containing arbitration terms will impact the viability of adjudication of
15 PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct.
16 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim
17 has not been eviscerated and has been preserved, arbitration agreements may be used to select
18 the forum and procedure to be used to resolve PAGA claims to some extent. Recently, the
19 California Supreme Court confirmed that an aggrieved employee who has been compelled to
20 arbitrate claims under PAGA that are premised on California Labor Code violations that were
21 sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim
22 arising out of events involving other employees through a PAGA representative claim. *Adolph v.*
23 *Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-
24 arbitrable components of an action are not severed from one another, it is still possible that trial
25 courts will stay the representative/non-individual PAGA claims pending arbitration of a
26 plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved
27 employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final
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1 judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose
2 standing to pursue non-individual PAGA claims. *Id.* at 693.

3 28. While Plaintiff disagrees with Defendant's contentions and maintains that his
4 PAGA claim have merit, in reaching the settlement, Plaintiff and his counsel took into account
5 the strengths and weaknesses of each side's position and the uncertainty of how the case might
6 have concluded as litigation continued, at trial, and/or upon appeal.

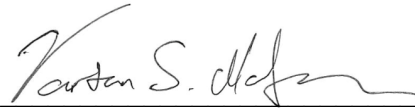
7 29. The parties had the opportunity to review extensive information, documents, and
8 data regarding Plaintiff's and Aggrieved Employees employment with Defendant in an effort to
9 determine the potential value and strength of the PAGA claim. Counsel for the parties invested
10 time reviewing and analyzing the relevant information, documents, and data, and this
11 information made it possible to calculate the potential value of the PAGA claim (as discussed
12 below). Accordingly, the parties have conducted sufficient investigation and review of data,
13 documents, and information to be sufficiently apprised of the nature and extent of the PAGA
14 claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its
15 fairness, adequacy, and reasonableness. The parties have also considered the settlement
16 negotiations and the recommendations of the mediator Paul Grossman, Esq. who is highly
17 experienced in mediation complex labor and employment matters. The parties have agreed that
18 this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well
19 as the costs, risks, and delays to both sides that would attend further litigation. The Settlement
20 takes into account the strengths and weaknesses of each side's position and the uncertainty of
21 how the case might have concluded as litigation continued, at trial, and/or upon appeal.

22 30. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA
23 statute, is within the accepted range of recoveries for this type of litigation, and is fair,
24 reasonable, and adequate given the substantial monetary benefits provided for by the Settlement,
25 the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty
26 associated with continued litigation.

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

3 Executed this 25th day of June 2026, at Glendale, California.

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EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Erik Palon ("Plaintiff"), for himself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and Central Valley Training Center, Inc. ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately June 2023 to approximately September 2023;

(b) On November 30, 2023, Lawyers *for* Justice, PC ("Plaintiff's Counsel"), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency ("LWDA") and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for Defendant's 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 4-2001, 5-2001, and 15-2001, thereby initiating LWDA Case Number LWDA-CM-997070-23 (the "PAGA Notice");

(c) On February 6, 2024, Plaintiff filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint"), commencing a representative action under PAGA against Defendant, entitled *Erik Palon v. Central Valley Training Center, Inc.*, Stanislaus Superior Court Case No. CV-24-000951 (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On February 11, 2025, the Parties mediated the Action with Paul Grossman, Esq. and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing.** The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of

the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Two Hundred and Seventy Thousand Dollars (\$270,000.00) (the "Total Settlement Amount") to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys' fees in the amount of Thirty-Five (35%) of the Total Settlement Amount, which is Ninety-Four Thousand Five Hundred Dollars (\$94,500.00) if the Total Settlement Amount remains \$270,000.00, and reimbursement of litigation costs and expenses in the amount of up to Twenty-Thousand Dollars (\$20,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendant will not contest. The amount of Attorneys' Fees and Costs is subject to Court approval. Defendant and Released Parties shall have no liability arising from Attorneys' Fees and Costs other than as described in this paragraph.

(2) A general release fee of up to the amount of Seven Thousand Five-Hundred Dollars (\$7,500.00) ("General Release Fee") to Plaintiff, which Defendant will not contest, subject to Court approval.

(3) Costs and expenses of administration of the Settlement up to the amount of Fifteen-Thousand Dollars (\$15,000.00) ("Settlement Administration Costs") to Simpluris (the "PAGA Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (the "Aggrieved Employees"). The period November 30, 2022 through May 13, 2025 is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) The Settlement is premised on the Parties' understanding that, through the date of mediation (i.e. as of February 11, 2025), the Aggrieved Employees were estimated to consist of approximately 887 individuals who worked approximately 26,769 Compensable Pay Periods. If the actual number of Compensable Pay Periods during the PAGA Period up to the date of February 11, 2025 is more than ten percent (10%) above 26,769 (i.e. 29,446 Compensable Pay Periods), Plaintiff may cancel this agreement. Further, if the actual number of Compensable Pay Periods during the PAGA Period (up to May 13, 2025) is more than ten percent

(10%) above 26,769 (i.e. 29,446 Compensable Pay Periods), Defendant may in its sole discretion (unless the agreement is canceled by Plaintiff as noted above), elect to do one of the following: increase the Total Settlement Amount by the percentage that the actual number exceeds 29,446 Compensable Pay Periods for the PAGA Period (up to May 13, 2025), cut off the release at a date so that the number of Compensable Pay Periods is closest to but does not exceed 29,446, or Defendant may pick a date in between that results in a partial pro rata increase of the Total Settlement Amount.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel

shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Ian Wieland and Justin Donner of Sagaser, Watkins & Wieland ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable. Pursuant to California Labor Code § 2699(s)(1)-(3), Plaintiff's Counsel shall notify the LWDA of: (1) the Operative Complaint; (2) the Settlement at the same time that the Settlement Agreement is submitted to the Court; and (3) the Court's Approval Order or Judgment (within 10 days after entry of the same).

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

(e) Defendant agrees to provide (and has provided) a declaration confirming (1) that prior to January 24, 2024, when Defendant implemented a two-minute grace period for meal periods, approximately less than half of meal punches were exactly 30 or 60 minutes; and (2) the total number of meal premiums paid by Defendant during the PAGA Period. If either of these representations are materially false, Plaintiff may cancel this agreement, but only before funding of the Total Settlement Amount. Defendant has further represented that it has EPLI insurance covering cost of defense only (and has provided a copy of Defendant's applicable EPLI insurance policy). If this representation is materially false, Plaintiff may cancel this agreement, but only before funding of the Total Settlement Amount.

7. Payment of Total Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) 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 between November 30, 2022, through May 13, 2025, (or as limited by Section 3(b)) ("Compensable Pay Periods"), which will be calculated by the PAGA Settlement Administrator by (i) dividing the Employees' Portion by the total aggregate number of Compensable Pay Periods credited to all Aggrieved Employees to yield the "Pay Period Value," and (ii) multiplying each Aggrieved Employee's individual Compensable Pay Periods by the Pay Period Value to yield each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be non-wage related consideration for the PAGA release and penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than ten (10) business days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Period; and (vi) such other information as is necessary for the PAGA Settlement Administrator to calculate Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, 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.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

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

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, 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.

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

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, 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.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) 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 the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant's 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 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 4-2001, 5-2001, and 15-2001, and any other claims and theories for civil penalties raised in the Operative Complaint or that could have been raised based upon the facts of the Operative Complaint and/or PAGA Notice (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount (inclusive of any allocation of the same as the General Release Fee), and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the

Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation.**

(a) 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.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Paul Grossman, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

12. **Tax Liability.** Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendant, Defendant's Counsel, the Settlement Administrator, or Plaintiff's Counsel in this regard. Plaintiff and Aggrieved Employees understand and agree that Plaintiff and Aggrieved Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff and Aggrieved Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

13. **Circular 230 Disclaimer.** EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY

TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

14. **Settlement Awards Do Not Trigger Additional Benefits.** All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff or any Aggrieved Employees to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the PAGA Period, nor will it entitle Plaintiff or any Aggrieved Employees to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the PAGA Period).

15. **Interim Stay of Proceedings.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed in the Action, except to effectuate the terms of this Agreement.

16. **Authorization to Enter into Settlement Agreement.** All Parties warrant and represent that their respective counsel are expressly authorized by the Parties to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken pursuant to this Settlement Agreement to effectuate its terms including executing any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

17. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

18. **Confidentiality.** To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Plaintiff and his counsel will keep the operative complaint(s), PAGA letters, and this settlement confidential through preliminary approval. Thereafter, Plaintiff and his counsel will further agree to keep this settlement, operative complaint(s), and the PAGA letters confidential including, without limitation, no disclosures to current or former employees of the Defendant, to the media, or on any websites, blogs, social media, and/or online platforms. Plaintiff's Counsel may not publicize this Settlement Agreement or use it for advertising purposes. Exceptions to the obligation of confidentiality in this section are: (i) disclosures necessary to comply with the law, judicial process, or for financial planning or tax

preparation purposes; (ii) to obtain, seek, and maintain approval of this settlement in court and as is necessary to provide settlement information to Aggrieved Employees, and (iii) if any party seeks to enforce any term or condition of this Agreement against any other party. Nothing herein shall prevent Plaintiff's counsel from disclosing this settlement for purposes of describing their qualifications as counsel in other cases or as required by a court, nor shall any terms herein preclude Plaintiff's Counsel from communicating with and fulfilling its obligations to the Aggrieved Employees.

19. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

20. **Representation By Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

21. **All Terms Subject to Final Court Approval.** All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 04/13/2026, 2026

Electronically Signed: 2026-04-13 18:41:28 UTC - 24 14 187 113
1678544066099641285-6274-642501334116

Erik Palon
Individually and on Behalf of
the State of California with Respect to Aggrieved
Employees

CENTRAL VALLEY TRAINING CENTER, INC.

Date: _____, 2026

Name:
Title:

[SIGNATURES CONTINUE ON NEXT PAGE]

preparation purposes; (ii) to obtain, seek, and maintain approval of this settlement in court and as is necessary to provide settlement information to Aggrieved Employees, and (iii) if any party seeks to enforce any term or condition of this Agreement against any other party. Nothing herein shall prevent Plaintiff's counsel from disclosing this settlement for purposes of describing their qualifications as counsel in other cases or as required by a court, nor shall any terms herein preclude Plaintiff's Counsel from communicating with and fulfilling its obligations to the Aggrieved Employees.

19. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

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21. **All Terms Subject to Final Court Approval.** All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: _____, 2026

Erik Palon
Individually and on Behalf of
the State of California with Respect to Aggrieved
Employees

CENTRAL VALLEY TRAINING CENTER, INC.

Date: **Apr 13, 2026** _____, 2026

Bud Mullanix

Bud Mullanix (Apr 13, 2026 09:04:10 PDT)

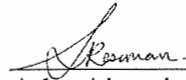
Name: Bud Mullanix
Title: CEO

[SIGNATURES CONTINUE ON NEXT PAGE]

Approved as to form and content of Paragraph 18.

LAWYERS *for* JUSTICE, PC

Date: _____ April 13, 2026



Arby Aiwarzian
Joanna Ghosh
Vartan Madoyan
Stephanie Roseman
Attorneys for Plaintiff Erik Palon

Approved as to form.

SAGASER, WATKINS & WIELAND, PC

Date: _____, 2026

Ian B. Wieland
Justin G. Donner
Attorneys for Defendant Central Valley Training
Center, Inc.

Approved as to form and content of Paragraph 18.

LAWYERS *for* JUSTICE, PC

Date: _____, 2026

Arby Aiwarzian
Joanna Ghosh
Vartan Madoyan
Stephanie Roseman
Attorneys for Plaintiff Erik Palon

Approved as to form.

SAGASER, WATKINS & WIELAND, PC

Date: April 13, 2026

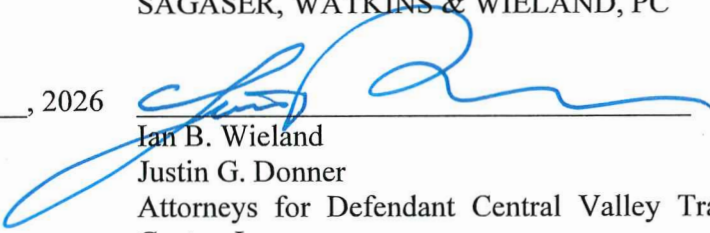

Ian B. Wieland
Justin G. Donner
Attorneys for Defendant Central Valley Training
Center, Inc.

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Erik Palon v. Central Valley Training Center, Inc.*, Stanislaus Superior Court Case No. CV-24-000951

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 *Erik Palon v. Central Valley Training Center, Inc.*, Stanislaus Superior Court Case No. CV-24-000951 ("Action").

The lawsuit was filed on February 6, 2024 by Erik Palon ("Plaintiff") against his former employer, on behalf of the State of California, with respect to himself 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 maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on November 30, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's 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 4-2001, 5-2001, and 15-2001, thereby initiating LWDA Case Number LWDA-CM-997070-23, (the "PAGA Notice").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations. A settlement was reached between Plaintiff and Defendant Central Valley Training Center, Inc. ("Defendant").

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period November 30, 2022 - the earlier of May 13, 2025 or Court approval ("Aggrieved Employees"). The period November 30, 2022 through May 13, 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 Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% non-wage related consideration for the PAGA release and penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

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

"Released Parties" means Defendant, including Defendant's 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 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 4-2001, 5-2001, and 15-2001, and any other claims and theories for civil penalties raised in the Operative Complaint or that could have been raised in the Operative Complaint based upon the facts alleged.

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

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT 2



November 30, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: CENTRAL VALLEY TRAINING CENTER, INC.

Dear Representative:

We have been retained to represent Erik Palon against Central Valley Training Center, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Central Valley”) for violations of California wage-and-hour laws. Mr. Palon seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Palon seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Central Valley employed Mr. Palon as an hourly-paid, non-exempt employee from approximately June 2023 to approximately September 2023, in the State of California.

The “aggrieved employees” that Mr. Palon may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Central Valley has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, 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 IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 5-2001, and 15-2001.

Central Valley required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting in line to clock-in and/or clock out, responding to work-related inquiries, and arriving to work early to find parking.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Palon and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Palon and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Central Valley required Mr. Palon and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Central Valley failed to pay Mr. Palon and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Central Valley failed to pay Mr. Palon and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Central Valley did not provide Mr. Palon and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Central Valley were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Palon and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above, and the naming of the incorrect business entity on Mr. Palon's records.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Palon and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Palon and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Palon and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Palon and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Central Valley failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Palon and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Central Valley did not provide Mr. Palon and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 15-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Central Valley failed to pay Mr. Palon and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Palon and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Central Valley failed to pay Mr. Palon and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Palon and the other aggrieved employees were required to report for

work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Palon and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Central Valley. These costs include, but are not limited to, the use of a personal phone for work-related tasks, and the purchasing and maintenance of footwear in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Mr. Palon seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in dark ink, reading "Gabriella Sole". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

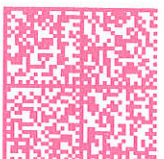
Central Valley Training Center, Inc.
c/o Raymond D Nylan
Agent for Service of Process
10100 Trinity Parkway, Suite 110
Stockton, CA 95219

LAWYERS FOR JUSTICE

410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

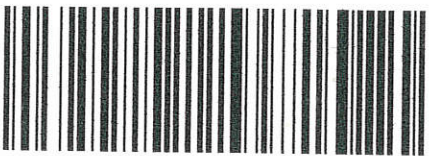
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PAGA Notice

Erik Palon v. Central Valley Training Center, Inc

City, State, ZIP+4[®]

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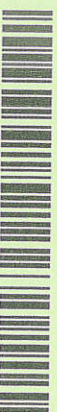
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7021272000098391779			
Return Receipt			\$3.55
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PAGA Notice
Erik Palon v. Central Valley Training Center, Inc.

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Liana Castaneda

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EXHIBIT 3

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Palon vs. Central Valley Training Center, Inc. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
10/23/2023	U.S. Postmaster	Postage	\$17.12
11/3/2023	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
11/30/2023	U.S. Postmaster	Postage	\$8.77
2/7/2024	Legal Document Server, Inc.	Attorney Service	\$45.93
2/7/2024	Stanislaus Superior Court	Complaint Filing Fee	\$435.00
3/5/2024	Legal Document Server, Inc.	Attorney Service	\$15.55
5/28/2024	Legal Document Server, Inc.	Attorney Service	\$11.95
6/7/2024	Legal Document Server, Inc.	Attorney Service	\$17.09
6/7/2024	Stanislaus Superior Court	Stipulation & Order Fee	\$20.00
6/11/2024	Legal Document Server, Inc.	Attorney Service	\$15.70
6/12/2024	Legal Document Server, Inc.	Attorney Service	\$15.70
1/10/2025	PAUL HASTINGS LLP	Mediation Fee	\$18,000.00
1/29/2025	Legal Document Server, Inc.	Attorney Service	\$18.15
3/15/2025	Legal Document Server, Inc.	Attorney Service	\$12.95
3/25/2025	CPAnalytics	Data Analysis of Sampling of Time Records	\$2,590.00
4/10/2025	Legal Document Server, Inc.	Attorney Service	\$12.95
4/17/2025	Legal Document Server, Inc.	Attorney Service	\$19.98
4/17/2025	Stanislaus Superior Court	Stipulation & Order Fee	\$20.00
4/22/2025	Legal Document Server, Inc.	Attorney Service	\$12.95
4/25/2025	Legal Document Server, Inc.	Attorney Service	\$18.89
5/1/2025	Legal Document Server, Inc.	Attorney Service	\$18.89
Total:			<u>\$21,402.57</u>