ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER:
NAME: Maria Halwdjian (SBN 358015)
FIRM NAME: LAWYERS for JUSTICE, PC
STREET ADDRESS: 450 North Brand Blvd., Suite 900
CITY: Glendale STATE: CA ZIP CODE: 91203
TELEPHONE NO.: 818.265.1020 FAX NO.: 818.265.1021
EMAIL ADDRESS: maria@calljustice.com
ATTORNEY FOR *(name)*: Plaintiff

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Stanislaus
STREET ADDRESS: 801 10th Street, 4th Floor
MAILING ADDRESS:
CITY AND ZIP CODE: Modesto, 95354
BRANCH NAME: Main Courthouse

PLAINTIFF/PETITIONER: Erik Palon
DEFENDANT/RESPONDENT: Central Valley Training Center, Inc.

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER:
CV-24-000951 / Dept 23

(Check one): [✖] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: October 7, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

EXHIBIT 1 - ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTONREYS GENERAL ACT SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS

Date: October 19, 2026

Maria Halwadjian
(TYPE OR PRINT NAME OF [✖] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

Maria Halwadjian
(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

www.courts.ca.gov

PLAINTIFF/PETITIONER: Erik Palon DEFENDANT/RESPONDENT: Central Valley Training Center, Inc.	CASE NUMBER: CV-24-000951 / Dept 23

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

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

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

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):*
   b. from *(city and state):*

4. The envelope was addressed and mailed as follows:
   a. Name of person served:
      Street address:
      City:
      State and zip code:
   b. Name of person served:
      Street address:
      City:
      State and zip code:
   c. Name of person served:
      Street address:
      City:
      State and zip code:
   d. Name of person served:
      Street address:
      City:
      State and zip code:

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

5. Number of pages attached:

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

Date: October 19, 2026

Deven Launchbaugh
(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

EXHIBIT 1

FILED
OCT 07 2026
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY _____ DEPUTY

Arby Aiwazian (SBN 269827)
Vartan Madoyan (SBN 279015)
Stephanie Roseman (SBN 364057)
LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

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 limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CV-24-000951

Honorable Clifford H. Tong
Department 23

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

Date:	September 15, 2026
Time:	8:30 a.m.
Department:	23
Complaint Filed:	February 6, 2024
Trial Date	None Set

This matter has come before the Honorable Clifford H. Tong in Department 23 of the Superior Court of the State of California, for the County of Stanislaus, on September 15, 2026 at 8:30a.m., on Erik Palon's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiff and Sagaser, Watkins & Wieland, PC appeared for Defendant Central Valley Training Center Inc. ("Defendant").

On or around April 13, 2026, Plaintiffs and Defendant (together, the "Parties") executed the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or "Agreement").

The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the Declarations of Plaintiff's Counsel Vartan Madoyan and Plaintiff Erik Palon and (3) the Settlement Agreement.

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

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. The Motion for Approval of Settlement is granted.

2. All terms used herein shall have the same meaning defined in the Settlement Agreement.

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

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

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

6. The Settlement pertains to the following aggrieved employees:

> All current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period ("Aggrieved Employee(s)").

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

8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement Amount shall be the Total Settlement Amount ($270,000.00, as well as any applicable escalator clause) less the approved Attorneys' Fees and Costs to Lawyers *for* Justice, PC ("Plaintiff's Counsel"), General Release Fee to Plaintiff, and Settlement Administration Costs to Simpluris, Inc. (the "PAGA Settlement Administrator"). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees ("Employees' Portion") in accordance with this Order and Judgment and the Settlement Agreement.

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

10. The Court approves the payment of 35% of the Total Settlement Amount (i.e. $94,500.00 if the Total Settlement Amount remains $270,000.00) to Plaintiff's Counsel for attorneys' fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

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

12. The Court approves payment in the amount of $7,500.00 to Plaintiff Erik Palon for his General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves payment up to the amount of $15,000.00 to Simpluris, Inc. for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

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

16. No later than fourteen (14) calendar days after the date of this Order and Judgment, Defendant will provide the PAGA Settlement Administrator with the Aggrieved Employee List, in accordance with this Order and Judgment and the Settlement Agreement.

17. No later than fourteen (14) calendar days of the date of this Order and Judgment, Defendant shall deposit $270,000.00 into a qualified settlement account established, by the PAGA Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement.

18. No later than fourteen (14) calendar days after receipt of the Aggrieved Employee List, and Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all Aggrieved Employees (together, the "PAGA Settlement Package(s)"), the General Release Fee to Plaintiff, the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees, the Attorneys' Fees and Costs to Plaintiff's Counsel, unless

instructed otherwise by Plaintiff's Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

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

20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the entry of this Order and Judgment 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 Released Parties, to the full extent permitted by law, of and from the Action and from the Released Claims.

21. "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.

22. "Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, 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, failure to provide requisite notice(s) and information regarding material terms of employment at the time of hiring and during employment, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d),

1194, 1197, 1197.1, 1198, 2800, 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001, 5-2001, and 15-2001.

23. "PAGA Period" means the period from November 30, 2022 through May 13, 2025 subject to any applicable escalator clause.

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

Date: 10/6/26

Honorable Clifford H. Tong
Judge of the Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *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].

SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS 801 10th Street, 4th Floor Modesto, CA 95354	
Case Name: PALON, ERIK vs CENTRAL VALLEY TRAINING CENTER INC	Case #: CV-24-000951
CLERK'S CERTIFICATE OF ELECTRONIC SERVICE	

I certify that I am over the age of 18, employed by the Superior Court of the State of California, County of Stanislaus, and not a party to this action. I certify that I served a copy of the attached **ORDER AFTER HEARING** by electronic service as indicated below.

Recipients Served Electronically

The transmission originated from a Stanislaus County Superior Court email address on **October 07, 2026.**

aa@calljustice.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 07, 2026**, at Modesto, California.

By Cynthia Hurtado

Cynthia Hurtado, Deputy Clerk
SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF STANISLAUS

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On October 19, 2026, I served the foregoing document(s) described as:

- **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

on interested parties in this action as follows:

Ian B. Wieland
Justin G. Donner
SAGASER, WATKINS & WIELAND, PC
5620 North Palm Avenue, Suite 400
Fresno, California 93704

Emails: ian@sw2law.com; justin@sw2law.com; Tristan@sw2law.com

Attorneys for Defendant CENTRAL VALLEY TRAINING CENTER, INC.

[X] BY E-MAIL

The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

[X] BY ONLINE SUBMISSION

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

[X] STATE

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

Executed on October 19, 2026, at Glendale, California.



Deven Launchbaugh