

FILED
Superior Court of California
County of Los Angeles

01/02/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rosas Deputy

EMPLOYMENT RIGHTS LAWYERS, APC

Amir H. Seyedfarshi (SBN 301656)
amir@employmentrightslawyers.com
6300 Wilshire Blvd., Suite 708
Los Angeles, California 90048
Telephone: (424) 777-0964

LAW OFFICES OF SCOTT WARMUTH, APC

Scott Warmuth (SBN 110128)
swarmuth@law888.com
17700 Castleton St., Suite 168
City of Industry, CA 91748
Telephone: (626) 282-6868
Fax: (626) 642-0808

Attorneys for Plaintiff VIVI FAY, the Aggrieved
Employees, and the LWDA

[Additional Counsel Listed on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

OR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

VIVI FAY, an individual and on behalf of all
others similarly situated,

Plaintiff,

v.

TIKTOK U.S. DATA SECURITY, INC., a
Delaware Corporation; TIKTOK, INC., a
California Corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 24STCV08712

**STIPULATION TO AMEND JUDGMENT
DUE TO ESCALATOR CLAUSE TRIGGER**

1 **PAUL HASTINGS LLP**

ELENA R. BACA (SBN 160564)

2 elenabaca@paulhastings.com

515 South Flower Street

3 Twenty-Fifth Floor

Los Angeles, CA 90071

4 Telephone: (213) 683-6000

Facsimile: (213) 627-0705

5 **PAUL HASTINGS LLP**

6 RYAN D. DERRY (SBN 244337)

ryanderry@paulhastings.com

7 RYAN MCGILL (SBN 348114)

ryanmcgill@paulhastings.com

8 101 California Street

Forty-Eighth Floor

9 San Francisco, CA 94111

Telephone: (415) 856-7000

10 Facsimile: (415) 856-7100

11 Attorneys for Defendants,

TIKTOK U.S. DATA SECURITY INC. and

12 TIKTOK INC.

VIVI FAY, individually and on behalf of the Aggrieved Employees, the LWDA, and the State of California (“Plaintiff”) and TIKTOK U.S. DATA SECURITY INC. and TIKTOK INC. (collectively, “Defendants”) (together, “the Parties”) hereby stipulate as follows:

1. On August 26, 2025, the Court entered Judgment granting final approval of the Parties’ PAGA Settlement Agreement.

2. Pursuant to the terms of the PAGA Settlement Agreement, the Total Settlement Amount is subject to an escalator clause tied to the total number of Covered Pay Periods worked by Settlement Group Members during the Covered Period.

3. Specifically, the Settlement Agreement provides that if the total number of Covered Pay Periods worked during the Covered Period exceeds 15,492, Defendants shall pay an additional \$10.32 per Covered Pay Period in excess of 15,492.

4. On December 9, 2025, consistent with the PAGA Settlement Agreement, Defendants transmitted the data required as to the Settlement Group Members to the Court-appointed Administrator. On December 16, 2025, the Administrator transmitted the information necessary to effectuate a wire transfer to Defendants, consistent with the PAGA Settlement Agreement.

5. Following final data review by the Court-appointed Administrator, it has been determined that Covered Group Members worked a total of 20,341 Pay Periods during the Covered Period, which exceeds the threshold by 4,849 Covered Pay Periods.

6. As a result, the Total Settlement Amount increases by Fifty Thousand Forty-One dollars and Sixty-Eight cents (\$50,041.68) pursuant to the escalator clause.

7. Accordingly, the revised Total Settlement Amount shall be Two Hundred Ten Thousand Forty-One dollars and Sixty-Eight cents, (\$210,041.68).

a. Plaintiff requests that the attorney fees award, originally calculated at one-third of the total settlement amount, shall thereby be calculated at Seventy Thousand

1 Thirteen dollars and Eighty-Nine Cents, (\$70,013.89). Defendants take no position
2 with respect to Plaintiff's request for additional fees, pursuant to the increase in
3 Total Settlement Amount.

4 b. If Plaintiff's request to increase the PAGA Counsels' Fees and Expenses
5 Payment is approved: (i) the LWDA PAGA Payment would be Seventy-Five
6 Thousand Four Hundred Three Dollars and Thirty-Four Cents (\$75,403.34); (ii) the
7 PAGA Penalties portion paid to the Covered Group Members would be Twenty
8 Five Thousand One Hundred Thirty- Four dollars and Forty-Five Cents
9 (\$25,134.45).

10 8. All other terms of the Judgment and Settlement Agreement remain unchanged.

11 9. Thus, the Parties hereby jointly request that the Court enter the amended Order and
12 Judgment to reflect the increase of the Total Settlement Amount, due to the escalator clause, as reflected
13 in the redline attached hereto as **Exhibit A**.

14
15 **IT IS SO STIPULATED.**

16
17 DATED: December 22, 2025

EMPLOYMENT RIGHTS LAWYERS, APC

18
19 By: /s/ Amir Seyedfarshi

AMIR H. SEYEDFARSHI

20
21 Attorneys for Plaintiff
22 VIVI FAY, the Aggrieved Employees, and the
23 LWDA
24
25

1 DATED: December 22, 2025

**LAW OFFICES OF SCOTT WARMUTH,
APC**

2
3
4 By: /s/ Scott Warmuth

SCOTT WARMUTH

5 Attorneys for Plaintiff
6 VIVI FAY, the Aggrieved Employees, and the
7 LWDA

8 DATED: December 22, 2025

PAUL HASTINGS LLP

9
10 By: /s/ Ryan D. Derry

RYAN D. DERRY

11 Attorneys for Defendants
12 TIKTOK U.S. DATA SECURITY INC. and
13 TIKTOK INC.
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IT IS HEREBY ORDERED as follows:

- IT IS SO ORDERED.

Cecelyn B Kuhl

Carolyn B. Kuhl / Judge

THE HONORABLE CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

1 **EMPLOYMENT RIGHTS LAWYERS, APC**

Amir H Seyedfarshi (SBN 301656)

2 amir@employmentrightslawyers.com

6380 Wilshire Blvd., Suite 1602

3 Los Angeles, California 90048

Telephone: (424) 777-0964

4 *Attorneys for Plaintiff the LWDA,*

and the Aggrieved Employees

5
6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

9
10 VIVI FAY, an individual and on behalf of all
others similarly situated and aggrieved,

11 Plaintiff,

12 v.

13 TIKTOK U.S. DATA SECURITY, INC., a
Delaware Corporation; and TIKTOK, INC., a
14 California Corporation; and DOES 1 through
100, inclusive,

15 Defendants.
16

Case No. 24STCV08712

**AMENDED ~~[PROPOSED]~~ ORDER
APPROVING PAGA SETTLEMENT
AND JUDGMENT**

Judge: Hon. Carolyn B. Kuhl

Date: August 26, 2025

Time: 10:30 AM

Dept.: 12

AMENDED [PROPOSED] ORDER AND JUDGMENT

This matter came on for hearing on August 26, 2025, at 10:30 AM in Department 12 of the above-entitled Court, the Honorable Carolyn B. Kuhl presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiff's Notice of Unopposed Motion and Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's Unopposed Motion was GRANTED, consistent with the terms of the Parties' PAGA Settlement Agreement, attached as Exhibit A to the Court's August 26, 2025 Order.

Consistent with the Parties' PAGA Settlement Agreement, on December 22, 2025, the Parties filed a Stipulation to Amend Judgement Due to Escalator Clause Trigger, as provided for under Paragraph 3.1 of the PAGA Settlement Agreement.

The Court, having previously approved the PAGA Settlement Agreement (see August 26, 2025 Order), and having now received and reviewed the Parties' Stipulation to Amend Judgment Due to Escalator Clause Triggers, hereby ORDERS AND ADJUDGES:

1. The Court, for purposes of this Order, refers to all defined terms as set forth in the PAGA Settlement Agreement.

2. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law. The Settlement is hereby accepted and approved.

3. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

4. The Settlement is not an admission by Defendants nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

1 5. The Court hereby confirms Amir H. Seyedfarshi of EMPLOYMENT RIGHTS
2 LAWYERS, APC and Scott Warmuth of the LAW OFFICES OF SCOTT WARMUTH as
3 PAGA Counsel.

4 6. The Court appoints ILYM GROUP, INC. as the Settlement Administrator to
5 administer the Settlement pursuant to the terms of the PAGA Settlement Agreement.

6 7. Defendants shall pay the Total Settlement Amount of \$210,041.68 according to
7 the terms of the PAGA Settlement Agreement.

8 8. The Net Settlement Amount means the Total Settlement Amount (\$210,041.68)
9 minus the following: (a) Attorneys' Fees to Plaintiff's Counsel in the amount of \$70,013.89;
10 (b) \$21,640.00 allocated to actual litigation costs; (c) \$5,000.00 allocated to Plaintiff as a PAGA
11 Representative's Payment; (d) \$5,000.00 allocated to Plaintiff as consideration for her General
12 Release; and (e) up to \$7,850.00 to the Settlement Administrator allocated to Administrator
13 Expenses Payment.

14 (a) The Court approves payment to Plaintiff's counsel of Attorneys' Fees in the
15 amount of \$70,013.89 to be paid from the Total Settlement Amount.

16 (b) The Court approves payment to Plaintiff's counsel of actual litigation costs
17 in the amount of \$21,640.00 to be paid from the Total Settlement Amount.

18 (c) The Court approves payment to the Settlement Administrator for its
19 reasonable costs and fees to administer the Settlement, up to \$7,850.00 to be
20 paid from the Total Settlement Amount. If the final Administrator Expenses
21 Payment is less than \$7,850.00, any difference will be added to the Net
22 Settlement Amount.

23 (d) The Court approves payment to Plaintiff of \$5,000.00 as a PAGA
24 Representative's Payment.

25 (e) The Court approves payment to Plaintiff of \$5,000.00 as a General Release
26 Payment, subject to Plaintiff entering into a general release agreement with
27 Defendants, as set forth in the PAGA Settlement Agreement.
28

1 9. In accordance with Labor Code § 2699(d), 75% of the Net Settlement Amount,
2 (\$75,403.34) is allocated to the LWDA, and the remaining 25% of the Net Settlement Amount
3 (\$25,134.45) is allocated to the Settlement Group Members on a pro-rata basis, as described in
4 the PAGA Settlement Agreement.

5 10. The “Covered Period” means January 26, 2023 to August 26, 2025, the date the
6 Court originally approved this Settlement.

7 11. The Court orders that Defendants transfer the Total Settlement Amount to the
8 Settlement Administrator via wire transfer within thirty (30) days after the Settlement
9 Administrator provides Defendants with information identified by Defendants as necessary to
10 effectuate wire transfer, including the final Total Settlement Amount.

11 12. The Court further orders that all Settlement Shares to Settlement Group Members,
12 the LWDA Payment, the PAGA Representative’s Payment, the General Release Payment, the
13 PAGA Counsels’ Fees and Expenses Payment, and the Settlement Administrator’s fees and
14 expenses be paid within fourteen (14) days after Defendants transfer the Total Settlement
15 Amount to the Settlement Administrator. However, Plaintiff shall not receive any General
16 Release Payment until she executes a general release agreement in the standard form prepared
17 and approved by Defendants.

18 13. By operation of this Order, Plaintiff, the State of California (including the
19 LWDA), and the Settlement Group Members fully, finally, and forever release and discharge
20 Defendants and the Released Parties from any and all Released Claims and shall be forever
21 barred from pursuing such released claims against Defendants and the Released Parties, as set
22 forth in the PAGA Settlement Agreement. For purposes of this Release, Released Parties
23 means Defendants and their current and former, direct and indirect owners, parents,
24 subsidiaries, predecessors and successors, brother-sister companies, and all other affiliates and
25 related entities, and their current and former partners, employees, attorneys, agents, and other
26 related parties. For purposes of this Release, Released Claims means any and all individual or
27 representative claims for relief under PAGA, of whatever kind or nature, whether known or
28 unknown, arising during the Covered Period based on the facts and allegations asserted by

1 Plaintiff in her LWDA Notice, Amended LWDA Notice, and operative FAC, including, but
2 not limited to claims that reasonably could be premised on allegations related to and derivative
3 of theories of failure to compensate for all wages including minimum wage and overtime;
4 failure to provide meal periods or pay premium wages; failure to provide first and second rest
5 periods or pay premium wages; failure to timely pay all wages upon separation from
6 Defendants' employment; failure to timely pay all wages during employment; failure to
7 provide accurate itemized wage statements; failure to pay sick pay; failure to provide suitable
8 seating; preventing employees from competing with Defendants; preventing employees from
9 engaging in lawful conduct during non-working hours; failure to provide a safe and healthful
10 workplace including failure to provide safety devices and safety guards; conducting unlawful
11 background checks on prospective employees by requiring disclosure of conviction history;
12 inquiring and relying on an applicant's salary history; requiring employees to waive rights
13 under FEHA or the Labor Code as a condition of employment; failure to pay temporary
14 employees weekly; failure to include all forms of remuneration, including non-discretionary
15 bonuses, incentive pay, meal allowances, and gift cards, into the regular rate of pay for
16 overtime and sick pay; failure to pay vacation wages at separation; failure to pay split shift
17 premiums; waiting time penalties; unfair competition; and incorporating the applicable Labor
18 Code sections including, but not limited to, California Labor Code sections 96, 98.6, 201, 202,
19 203, 210, 225.5, 226, 226.3, 227.3, 226.7, 226.8, 232, 232.5, 246, 256, 432, 432.3, 432.5,
20 432.6, 432.7, 432.8, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197,
21 1197.1, 1197.5, 1198, 1198.5, 1199, and 2699, 2802, 2810.5, 6401, 6402, 6403, 6409.6 and
22 applicable IWC Wage Orders; Cal. Bus. & Prof. Code sections 17200 *et seq.*, 16600 *et seq.*,
23 and 16700 *et seq.*; and Cal. Gov't Code 12952 and any resulting claim for attorneys' fees and
24 costs under PAGA.

25 14. The Court directs the Parties and the Settlement Administrator to carry out the
26 terms of the PAGA Settlement Agreement. This includes that each Settlement Group Member
27 will be issued one check for his or her Individual Settlement Payment. Each Settlement Group
28 Member's check will expire one hundred and eighty (180) calendar days from the date the

1 checks are issued by the Settlement Administrator. If any Settlement Group Members fail to
2 deposit or cash the check for their respective Settlement Share(s) within one hundred and eighty
3 (180) days after the Settlement Administrator mails the distributions to the Settlement Group
4 Members, the Settlement Administrator will send the uncashed amounts to the California State
5 Controller, with the identity of each of the Settlement Group Member(s) to whom the funds
6 belong, to be held for the Settlement Group Member(s) per the California Unclaimed Property
7 Law, and such funds will remain the Settlement Group Member(s)'s property to the extent
8 legally applicable.

9 15. Plaintiff's counsel shall submit a copy of this Order to the LWDA within ten (10)
10 days of the entry of the Order.

11 16. Under California Code of Civil Procedure section 664.6, the Court retains
12 jurisdiction over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the
13 terms and intent of the Settlement and this Order.

14
15 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
16 **ENTERED ACCORDINGLY.**

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18 DATED: 01/2/2026



19 THE HONORABLE CAROLYN B. KUHL
20 JUDGE OF THE SUPERIOR COURT
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