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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 FOR SECOND AMENDED
ORDER AND JUDGMENT TO CORRECT
COVERED PERIOD**

FILED
Superior Court of California
County of Los Angeles

02/09/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rosas Deputy

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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 September 22, 2025, the Court held the Hearing on the Motion for Approval of the PAGA Settlement in this action.

2. On September 25, 2025, the Court approved the Order Approving PAGA Settlement And Judgment by signing and entering it on that date in this action.

3. Pursuant to the terms of the PAGA Settlement Agreement, the Covered Period is defined as “January 26, 2023, to the date that the Court approves this Settlement.” Accordingly, the Covered Period, under the terms of the PAGA Settlement Agreement, is January 26, 2023, to September 25, 2025.

4. On December 22, 2025, the Parties filed a Stipulation To Amend Judgment Due To Escalator Clause Trigger, attaching an Amended [Proposed] Order Approving PAGA Settlement and Judgment, which the Court entered on January 2, 2026 (“Amended Order and Judgment”).

5. The Amended Order and Judgment erroneously identified August 26, 2025, as the date the Court had approved the PAGA Settlement Agreement.

6. Defendants data pull and escalator clause calculations are accurate, consistent with the September 25, 2025 date; this correction is only intended to memorialize the correct Covered Period.

7. Accordingly, the Parties respectfully request the Court enter the attached Second Amended Order and Judgment, to correct that the Covered Period is January 26, 2023 to September 25, 2025, as attached hereto as **Exhibit B**, and also lodged separately.

1 8. A true and correct copy of the redline, showing the changes from the Amended Order and
2 Judgment, entered January 2, 2026, is attached hereto as **Exhibit A**.

3 **IT IS SO STIPULATED.**

4
5 DATED: January 22, 2026

EMPLOYMENT RIGHTS LAWYERS, APC

6
7 By: /s/ Amir Seyedfarshi

8 AMIR H. SEYEDFARSHI

9 Attorneys for Plaintiff
10 VIVI FAY, the Aggrieved Employees, and the
11 LWDA

12 DATED: January 22, 2026

**LAW OFFICES OF SCOTT WARMUTH,
APC**

13
14 By: /s/ Scott Warmuth

15 SCOTT WARMUTH

16 Attorneys for Plaintiff
17 VIVI FAY, the Aggrieved Employees, and the
18 LWDA

19 DATED: January 22, 2026

PAUL HASTINGS LLP

20 By: 

21 RYAN D. DERRY

22 Attorneys for Defendants
23 TIKTOK U.S. DATA SECURITY INC. and
24 TIKTOK INC.

PROPOSED ORDER

The Court, having reviewed the foregoing Stipulation For Second Amended Order And Judgment To Correct Covered Period and good cause appearing therefor,

IT IS HEREBY ORDERED as follows:

1. The Stipulation For Second Amended Order And Judgment To Correct Covered Period is GRANTED.
2. The Second Amended Order And Judgment, attached hereto as **Exhibit B**, is approved and entered.

IT IS SO ORDERED.

DATED: 02/09/2026



Carolyn B. Kuhl / Judge

THE HONORABLE CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

1 **EMPLOYMENT RIGHTS LAWYERS, APC**

2 Amir H Seyedfarshi (SBN 301656)

3 amir@employmentrightslawyers.com

4 6380 Wilshire Blvd., Suite 1602

5 Los Angeles, California 90048

6 Telephone: (424) 777-0964

7 *Attorneys for Plaintiff the LWDA,*

8 and the Aggrieved Employees

9
10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

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

15 Plaintiff,

16 v.

17 TIKTOK U.S. DATA SECURITY, INC., a
18 Delaware Corporation; and TIKTOK, INC., a
19 California Corporation; and DOES 1 through
20 100, inclusive,

21 Defendants.

Case No. 24STCV08712

22 **SECOND AMENDED [PROPOSED]
23 ORDER APPROVING PAGA
24 SETTLEMENT AND JUDGMENT**

Judge: Hon. Carolyn B. Kuhl

Date: ~~August 26~~ September 22, 2025

Time: 10:30 AM

Dept.: 12

1 **SECOND AMENDED [PROPOSED] ORDER AND JUDGMENT**

2 This matter came on for hearing on ~~August 26~~September 22, 2025, at 10:30 AM in
3 Department 12 of the above-entitled Court, the Honorable Carolyn B. Kuhl presiding. Based on
4 the pleadings on record, all papers submitted in connection with Plaintiff's Notice of Unopposed
5 Motion and Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing,
6 Plaintiff's Unopposed Motion was GRANTED, consistent with the terms of the Parties' PAGA
7 Settlement Agreement, attached as Exhibit A to the Court's ~~August 26~~September 25, 2025 Order.

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

11 The Court, having previously approved the PAGA Settlement Agreement (see ~~August~~
12 ~~26~~September 25, 2025 Order), and having now received and reviewed the Parties' Stipulation ~~to~~
13 ~~Amend~~For Second Amended Order And Judgment ~~Due to Escalator Clause Triggers~~To Correct
14 Covered Period, hereby ORDERS AND ADJUDGES:

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

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

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

23 4. The Settlement is not an admission by Defendants nor is this Order a finding of
24 the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the
25 Settlement, nor any document referred to herein, nor any action taken to carry out the
26 Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or
27 liability whatsoever by or against Defendants.
28

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
Defendants, as set forth in the PAGA Settlement Agreement.

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~~September 25, 2025,
6 the date the 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
12 Members, the LWDA Payment, the PAGA Representative’s Payment, the General Release
13 Payment, the PAGA Counsels’ Fees and Expenses Payment, and the Settlement Administrator’s
14 fees and expenses be paid within fourteen (14) days after Defendants transfer the Total
15 Settlement Amount to the Settlement Administrator. However, Plaintiff shall not receive any
16 General Release Payment until she executes a general release agreement in the standard form
17 prepared 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
representative claims for relief under PAGA, of whatever kind or nature, whether known or

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

26 14. The Court directs the Parties and the Settlement Administrator to carry out the
terms of the PAGA Settlement Agreement. This includes that each Settlement Group Member

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

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

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

16
17 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
18 **ENTERED ACCORDINGLY.**

19
20 DATED: _____

21 _____
22 THE HONORABLE CAROLYN B. KUHL
23 JUDGE OF THE SUPERIOR COURT
24
25
26

EXHIBIT B

1 **EMPLOYMENT RIGHTS LAWYERS, APC**

2 Amir H Seyedfarshi (SBN 301656)
3 amir@employmentrightslawyers.com
4 6380 Wilshire Blvd., Suite 1602
5 Los Angeles, California 90048
6 Telephone: (424) 777-0964
7 *Attorneys for Plaintiff the LWDA,*
8 *and the Aggrieved Employees*
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

10 VIVI FAY, an individual and on behalf of all
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11 Plaintiff,

12 v.

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14 Delaware Corporation; and TIKTOK, INC., a
15 California Corporation; and DOES 1 through
16 100, inclusive,

15 Defendants.

Case No. 24STCV08712

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

Judge: Hon. Carolyn B. Kuhl

Date: September 22, 2025

Time: 10:30 AM

Dept.: 12

1 **SECOND AMENDED [~~PROPOSED~~] ORDER AND JUDGMENT**

2 This matter came on for hearing on September 22, 2025, at 10:30 AM in Department 12
3 of the above-entitled Court, the Honorable Carolyn B. Kuhl presiding. Based on the pleadings on
4 record, all papers submitted in connection with Plaintiff's Notice of Unopposed Motion and
5 Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's
6 Unopposed Motion was GRANTED, consistent with the terms of the Parties' PAGA Settlement
7 Agreement, attached as Exhibit A to the Court's September 25, 2025 Order.

8 The Court, having previously approved the PAGA Settlement Agreement (see September
9 25, 2025 Order), and having now received and reviewed the Parties' Stipulation For Second
10 Amended Order And Judgment To Correct Covered Period, hereby ORDERS AND ADJUDGES:

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

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

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

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

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

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

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

5 8. The Net Settlement Amount means the Total Settlement Amount (\$210,041.68)
6 minus the following: (a) Attorneys' Fees to Plaintiff's Counsel in the amount of \$70,013.89;
7 (b) \$21,640.00 allocated to actual litigation costs; (c) \$5,000.00 allocated to Plaintiff as a PAGA
8 Representative's Payment; (d) \$5,000.00 allocated to Plaintiff as consideration for her General
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20 (d) The Court approves payment to Plaintiff of \$5,000.00 as a PAGA
21 Representative's Payment.

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

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26 (\$75,403.34) is allocated to the LWDA, and the remaining 25% of the Net Settlement Amount
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1 10. The “Covered Period” means January 26, 2023 to September 25, 2025, the date
2 the Court originally approved this Settlement.

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

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

14 13. By operation of this Order, Plaintiff, the State of California (including the
15 LWDA), and the Settlement Group Members fully, finally, and forever release and discharge
16 Defendants and the Released Parties from any and all Released Claims and shall be forever
17 barred from pursuing such released claims against Defendants and the Released Parties, as set
18 forth in the PAGA Settlement Agreement. For purposes of this Release, Released Parties
19 means Defendants and their current and former, direct and indirect owners, parents,
20 subsidiaries, predecessors and successors, brother-sister companies, and all other affiliates and
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22 related parties. For purposes of this Release, Released Claims means any and all individual or
23 representative claims for relief under PAGA, of whatever kind or nature, whether known or
24 unknown, arising during the Covered Period based on the facts and allegations asserted by
25 Plaintiff in her LWDA Notice, Amended LWDA Notice, and operative FAC, including, but
26 not limited to claims that reasonably could be premised on allegations related to and derivative
27 of theories of failure to compensate for all wages including minimum wage and overtime;
28 failure to provide meal periods or pay premium wages; failure to provide first and second rest

1 periods or pay premium wages; failure to timely pay all wages upon separation from
2 Defendants' employment; failure to timely pay all wages during employment; failure to
3 provide accurate itemized wage statements; failure to pay sick pay; failure to provide suitable
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14 Code sections including, but not limited to, California Labor Code sections 96, 98.6, 201, 202,
15 203, 210, 225.5, 226, 226.3, 227.3, 226.7, 226.8, 232, 232.5, 246, 256, 432, 432.3, 432.5,
16 432.6, 432.7, 432.8, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197,
17 1197.1, 1197.5, 1198, 1198.5, 1199, and 2699, 2802, 2810.5, 6401, 6402, 6403, 6409.6 and
18 applicable IWC Wage Orders; Cal. Bus. & Prof. Code sections 17200 *et seq.*, 16600 *et seq.*,
19 and 16700 *et seq.*; and Cal. Gov't Code 12952 and any resulting claim for attorneys' fees and
20 costs under PAGA.

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22 terms of the PAGA Settlement Agreement. This includes that each Settlement Group Member
23 will be issued one check for his or her Individual Settlement Payment. Each Settlement Group
24 Member's check will expire one hundred and eighty (180) calendar days from the date the
25 checks are issued by the Settlement Administrator. If any Settlement Group Members fail to
26 deposit or cash the check for their respective Settlement Share(s) within one hundred and eighty
27 (180) days after the Settlement Administrator mails the distributions to the Settlement Group
28 Members, the Settlement Administrator will send the uncashed amounts to the California State

1 Controller, with the identity of each of the Settlement Group Member(s) to whom the funds
2 belong, to be held for the Settlement Group Member(s) per the California Unclaimed Property
3 Law, and such funds will remain the Settlement Group Member(s)'s property to the extent
4 legally applicable.

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

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

10
11 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
12 **ENTERED ACCORDINGLY.**

13 02/09/2026
14 DATED: _____



15 THE HONORABLE CAROLYN B. KUHL
16 JUDGE OF THE SUPERIOR COURT
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