

Edwin Aiwarzian (SBN 232943)  
Yasmin Hosseini (SBN 326399)  
Ryan Slinger (SBN 351297)  
**LAWYERS for JUSTICE, PC**  
450 North Brand Blvd., 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 ORANGE**

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

Plaintiff,

vs.

PACIFIC INVESTMENT MANAGEMENT  
COMPANY LLC., a Delaware limited  
liability company; and DOES 1 through 100,  
inclusive,

Defendant.

Case No.: 30-2024-01394912-CU-OE-CXC

Honorable David A. Hoffer  
Department CX-103

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING APPROVAL OF THE  
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**

Reservation ID: 74667374  
Hearing Date: November 10, 2025  
Hearing Time: 9:00 a.m.  
Department: CX-103

Complaint Filed: April 18, 2024  
Trial Date: None Set

**[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**

1 This matter has come before the Honorable David A. Hoffer in Department CX-103 of the  
2 Superior Court of the State of California, for the County of Orange, on November 10, 2025 at 9:00 a.m.,  
3 on Plaintiff Bryan Sierra's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor  
4 Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release  
5 Fee, and Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC  
6 appeared for Plaintiff and Fisher & Phillips LLP, appeared for Defendant Pacific Investment Management  
7 Company LLC ("Defendant").

8 On or around May 9, 2025, Plaintiff and Defendant (together, the "Parties") executed the Private  
9 Attorneys General Act Settlement Agreement and Release and on or around August 28, 2025 the Parties  
10 executed Amendment No. 1 to the Private Attorneys General Act Settlement Agreement and Release  
11 (together, "Settlement," "Settlement Agreement," or "Agreement").

12 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the  
13 Declarations of Plaintiff's Counsel Ryan Slinger and Plaintiff Bryan Sierra, and (3) the Settlement  
14 Agreement.

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

16 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

17 1. The Motion for Approval of Settlement is granted.  
18 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.  
19 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act  
20 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent  
21 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and  
22 the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because notice to the  
23 Labor and Workforce Development Agency ("LWDA") was provided prior to June 19, 2024.

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

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

4           6.       The Settlement pertains to the following aggrieved employees:

5           All current and former non-exempt, hourly paid employees employed by Defendant, who were  
6 employed in California during the PAGA Period. (“Aggrieved Employee(s)”).

7           7.       The “PAGA Period” means the period from February 13, 2023, through October 31, 2024,  
8 subject to Section 3(b) of the Settlement Agreement.

9           8.       The Court finds that the Parties reached the Settlement as a result of arm’s-length  
10 negotiations.

11           9.       Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated  
12 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,  
13 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement  
14 Amount shall be the Total Settlement Amount (\$240,000.00) less the approved Attorneys’ Fees and Costs  
15 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement  
16 Administration Costs to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent  
17 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-  
18 five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees  
19 (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

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

24           11.      The Court approves the payment of \$96,000.00 to Plaintiff’s Counsel for attorneys’ fees.  
25 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with  
26 this Order and Judgment and the Settlement Agreement.

27           12.      The Court approves the payment of \$15,982.81 to Plaintiff’s Counsel for reimbursement of  
28 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

1 Agreement.

2 13. The Court approves payment in the amount of \$10,000.00 to Plaintiff and for his General  
3 Release Fee. The General Release Fee shall be paid from the Total Settlement Amount and shall be  
4 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

5 14. The Court approves payment up to the amount of \$4,000.00 to Simpluris, Inc. for the  
6 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall  
7 be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

10 16. The Court further finds that notice of the Settlement need not be provided to the Aggrieved  
11 Employees; however, the Court approves the Cover Letter, attached hereto as “EXHIBIT A,” and the  
12 PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same  
13 time that it distributes payments to Aggrieved Employees for their share of the Employees’ Portion  
14 (“Individual Settlement Share(s”).

15 17. No later than seven (7) calendar days after the date of this Order and Judgment, Defendant  
16 will provide the PAGA Settlement Administrator with the Aggrieved Employee List, in accordance with  
17 this Order and Judgment and the Settlement Agreement.

18 18. No later than ten (10) calendar days of the date of this Order and Judgment, Defendant shall  
19 deposit \$240,000.00 into a qualified settlement account established, by the PAGA Settlement  
20 Administrator for administration of the Settlement in accordance with this Order and Judgment and the  
21 Settlement Agreement.

22 19. No later than fourteen (14) calendar days after receipt of the Aggrieved Employee List, and  
23 Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall distribute  
24 the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all  
25 Aggrieved Employees (together, the “PAGA Settlement Package(s)”), the General Release Fee to  
26 Plaintiff, the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have  
27 been mailed to all Aggrieved Employees, the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless  
28 instructed otherwise by Plaintiff’s Counsel, as provided for by this Order and Judgment and the Settlement

1 Agreement.

2       20.     The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid  
3 and negotiable for one hundred eighty (180) calendar days, and thereafter, shall be cancelled. Funds  
4 associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the  
5 California State Controller's Office Unclaimed Property Division, in the name of each Aggrieved  
6 Employee whose check is cancelled.

7       21.     Aggrieved Employees shall not have the right to opt out of or object to the Settlement.  
8 Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as  
9 to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California  
10 with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and  
11 forever discharged Released Parties, to the full extent permitted by law, of and from the Action and from  
12 the Released Claims.

13       22.     "Released Parties" means Defendant and its former, present and future owners, parents,  
14 subsidiaries, affiliated companies, and all of their current, former and future officers, directors, managers,  
15 executive-level employees, partners, shareholders, agents, successors, assigns, insurers, or legal  
16 representatives

17       23.     "Released Claims" means any and all claims, arising during the PAGA Period, for civil  
18 penalties under PAGA as well as any interest, fees, and costs available under PAGA, based on the factual  
19 allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and  
20 overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide  
21 compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to  
22 timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to  
23 maintain complete and accurate payroll records, and failure to reimburse necessary business-related  
24 expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,  
25 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare  
26 Commission Wage Orders, including *inter alia*, 4-2001.

27 ///

28 ///

1           24.    No individualized notice of this Order and Judgment is required to be provided to the  
2 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online  
3 system established for the filing of notices and documents, in conformity with California Labor Code §  
4 2699(1)(3).

5  
6  
7 Date: \_\_\_\_\_

\_\_\_\_\_  
Honorable David A. Hoffer  
Judge of the Superior Court

# **EXHIBIT A**

<<Mailing Date>>

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

Re: Settlement Payment from *Bryan Sierra v. Pacific Investment Management Company LLC*, Orange County Superior Court Case No. 30-2024-0139491-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Bryan Sierra v. Pacific Investment Management Company LLC*, Orange County Superior Court Case No. 30-2024-0139491-CU-OE-CXC (“Action”).

The lawsuit was filed on April 18, 2024 by Bryan Sierra (“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 February 13, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for 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*, 4-2001, thereby initiating LWDA Case Number LWDA-CM-1010774-24 (the “PAGA Notice”).

Defendant Pacific Investment Management Company LLC (“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.

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 non-exempt, hourly paid employees employed by Defendant, who were employed by Defendant in California during the PAGA Period (“Aggrieved Employees”). The period from February 13, 2023, through October 31, 2024, 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% 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 and its former, present and future owners, parents, subsidiaries, affiliated companies, and all of their current, former and future officers, directors, managers, executive-level employees, partners, shareholders, agents, successors, assigns, insurers, or legal representatives.

“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, 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*, 4-2001.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-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].

COVER LETTER