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Attorneys for PLAINTIFF **SERGIO ROQUE**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SERGIO ROQUE, Plaintiff, vs. GLASS AMERICA CALIFORNIA, LLC, a California limited liability company; THE BOYD GROUP SERVICES, INC.; and DOES 1 THROUGH 100, inclusive, Defendants.	Case No.: 25STCV01009 [Assigned For All Purposes To: Hon. Judge Jeffery D. McFarland, Dept. 617] **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT** [Notice of Motion to Approve PAGA Settlement; Declaration of Arthur Sezgin, Esq. and exhibits in support thereof; and [Proposed] Order filed concurrently herewith] **Date:** December 8, 2026 **Time:** 08:30 a.m. **Reservation ID:** 404868809314

I. INTRODUCTION

Plaintiff Sergio Roque ("Plaintiff" or "Roque") and Defendant Glass America California, LLC ("Defendant" or "Glass America") (together with Plaintiff, the "Parties") have reached an agreement to settle the above-captioned action ("Action"), which includes a cause of action pursuant to the California Private Attorneys General Act ("PAGA").

In accordance with California *Labor Code* § 2699(s)(2), Plaintiff now asks this Honorable Court to review and approve the settlement of the PAGA claim. The PAGA settlement is fair, reasonable, and adequate as to the PAGA Group Members (defined below) and satisfies all statutory criteria for approval. This is only a settlement of the PAGA claim for civil penalties and is not a class settlement and **does not** release the individual wage claims, if any, of the affected employees other than Plaintiff. *See* California *Labor Code* § 2699; *see also Iskanian v. CLS Transportation*, (2014) 59 Cal.4th 348, 381; *see also ZB, N.A. v. Superior Court*, (2019) 8 Cal.5th 175, 182 (unpaid wages are not recoverable under PAGA).

The PAGA settlement is set forth in the accompanying Settlement of PAGA Claims and Release of PAGA Claims ("Settlement Agreement"). A true and correct copy of the Settlement Agreement which sets forth the terms for the settlement of the PAGA claims is attached as Exhibit A to the concurrently filed Declaration of Arthur Sezgin, Esq. ("Sezgin Decl."). Capitalized terms shall have the same meaning as defined in the Settlement Agreement. The California Labor & Workforce Development Agency ("LWDA") received notice of this motion and settlement as set forth in the concurrently filed Sezgin Decl. A [Proposed] Order confirming review and approval of the PAGA settlement is submitted herewith.

II. ALLEGATIONS AND INVESTIGATION

Defendant operates a private company specializing in automobile glass repair and replacement. Plaintiff started working as a Technician for Defendant in or around 2023 and continuing through the time of his separation on approximately August 14, 2024.

Plaintiff complied with the procedures of California *Labor Code* § 2699.3 for bringing suit under the PAGA. Plaintiff represents that pursuant to Labor Code section 2699.3, on August 21, 2024, Plaintiff gave written notice by electronic service to the California Labor and Workforce Development Agency ("LWDA") and via certified mail to Defendant of his claims against Defendant ("PAGA Notice"). In the PAGA Notice to the LWDA, Plaintiff purported to assert on behalf of himself and on a PAGA representative basis that Defendant violated various laws based on the various theories of liability, including, but not limited to Defendant's alleged failure to: provide meal periods; provide rest periods; pay for all hours worked; pay minimum wages; pay overtime wages; provide accurate wage statements; timely pay all wages due in accordance with time periods prescribed by law; and timely pay all final wages at separation of employment. See Sezgin Decl., ¶ 5.

Plaintiff filed his lawsuit against Defendant on January 15, 2025, in the Superior Court for the State of California, County of Los Angeles, Case No. 25STCV01009, asserting eight causes of action for (1) unpaid minimum wages, (2) unpaid overtime wages, (3) failure to timely pay final wages, (4) failure to provide meal and rest periods, (5) statutory unfair competition, (6) failure to provide accurate itemized wage statements, (7) failure to provide employee personnel file, and (8) PAGA penalties. Plaintiff asserts the first through seventh causes of action individually. He additionally pursues all but the fifth cause of action on a PAGA representative basis. See Sezgin Decl., ¶ 6.

Under the terms of the Settlement Agreement, the PAGA Period means the period from November 11, 2023 to and including the entry date of the Court's order approving the Settlement and entering judgment thereon. Also under the terms of the Settlement Agreement, the PAGA Group and PAGA Group Members mean all current and former non-exempt employees employed by Defendant in California at any time during the PAGA Period. Based on a review of its records, Defendant estimated that there were approximately 59 PAGA Group Members who collectively worked a total of approximately 2,000 pay periods as non-exempt employees for Defendant in California between November 11, 2023 and February 26, 2026 (the date of the Parties' mediation).

On February 26, 2026, the Parties attended a full-day mediation session with experienced wage-and-hour mediator, Jill R. Sperber, Esq. In connection with the mediation, Plaintiff requested and Defendant provided information related to employees who worked for Defendant as non-exempt employees in California, including the total number of employees and total number of pay periods, among other things. Defendant also produced various documents requested by Plaintiff, including relevant policies and time and payroll records for all PAGA Group Members. In these and other ways, the Parties investigated the facts and analyzed the relevant legal issues with regard to the claims in the Action and Defendant's defenses to them. Based on this investigation and analysis, Plaintiff believes the Action has merit, while Defendant believes the Action has no merit. The Parties have each considered the uncertainties of continued litigation and the benefits to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated with the continued prosecution of the Action and the likely appeals of any rulings in favor Plaintiff or Defendant. The February 26, 2026 mediation culminated in an agreement between the Parties to fully and finally settle the Action and all individual disputes Plaintiff may have with the Released Parties, which the Parties memorialized in a Memorandum of Understanding executed the same day. See Sezgin Decl., ¶ 7.

It is the Parties' intention and the objective of the Settlement to avoid the costs of further litigation and trial, and to settle and dispose of, fully and completely and forever, the claims released and described in the Settlement Agreement. See Sezgin Decl., ¶ 8.

Plaintiff submits that he has sufficiently conducted investigation of the facts and law through the time a resolution was agreed to. Counsel for Plaintiff further submits that he has investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff. Counsel for Plaintiff contends that, based on his own independent investigation and evaluation, and despite the sharply disputed legal and factual issues, he is of the opinion that the Settlement for the consideration and on the terms set forth in the Settlement Agreement are fair, reasonable, and adequate and are in the best interests of Plaintiff, the PAGA Group, and Defendant in light of all known facts and circumstances and the risks and costs inherent in litigation. See Sezgin Decl., ¶ 9.

Plaintiff further submits that the issues presented in the PAGA claim are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits. See Sezgin Decl., ¶ 10.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

III. <u>FAIRNESS OF THE SETTLEMENT</u>

While this lawsuit includes a PAGA claim, there is no requirement to follow the class action procedural rules for obtaining approval of the Parties' Settlement. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 977.) Plaintiff submits that the Settlement is fair, as he contends that the Settlement was reached through arm's-length bargaining in front of an experienced wage and hour mediator, that the Settlement was based on sufficient investigation and discovery, and that Plaintiff's counsel has extensive experience in PAGA actions, and given the claims at issue and risks of arbitration and/or trial.

Plaintiff's counsel submits that he has significant experience in litigating PAGA actions. Plaintiff believes that the strongest claims are that Plaintiff and other PAGA Group Members were not provided timely, uninterrupted meal and rest breaks, and that there would be derivative penalties under Labor Code Section 226 based on the failure to itemize meal and rest break premiums on the paystubs. Defendant denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action or PAGA Notice and believes it has valid defenses to Plaintiff's claims. Defendant denies all of Plaintiff's allegations and asserts that it has complied with all applicable laws and regulations in connection with its employment of Plaintiff and the PAGA Group. Defendant further contends this Action cannot be manageably tried on a groupwide basis. Defendant submits that there were no meal or rest break violations, and contends it had lawful meal and rest period policies and practices, as well as timekeeping policies and practices, and proving a violation would require individualized determinations, as Defendant contends non-compliance, if any, was on the part of employees, and was isolated and voluntary. In terms of Plaintiff's other claims for minimum wage violations and failure to compensate for all hours worked, for example, no issues, including rounding, unfavorable to Plaintiff and other PAGA Group Members were observed, and Defendant contends it maintained lawful timekeeping policies, paid employees for all recorded hours, and was not aware of off-the-clock or other alleged uncompensated work, if any. Defendant also contends the derivative claims, such as those based on alleged non-compliant wage statements, are without merit. As an example, Defendant submits that the wage statements it issued to employees met the requirements of Labor Code section 226, that there was no "knowing and intentional" violation, and that Plaintiff cannot show any injury as a result of any alleged wage statement violation.

Plaintiff contends the source of penalties available is under PAGA, which allows employees to seek civil penalties for certain violations of the Labor Code so long as the penalties are not unjust, arbitrary, oppressive, or confiscatory. There is a substantial risk that the Court could find either no penalties due as to some, or all claims, or reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of willful and intentional conduct. PAGA expressly counsels in support of such reduced awards. (See Lab. Code, § 2699, subd. (e)(2) [stating "[A] court may award a lesser amount than the maximum civil penalty amount specified by this part 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."].)

Judges have awarded extremely small sums to PAGA claimants in the past, even before the significant PAGA reforms effective in June 2024, to which this case is subject. Indeed, Labor Code section 2699, subdivision (e)(1) permits a Court to award a *lesser* amount than the maximum civil penalty if, based on the facts and circumstances, to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." For example, in *Carrington v. Starbucks Corp.*, the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of $5.00 per pay period. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 529.) Here, the settlement of $130,000.00 results in almost $65.00 per pay period (based on approximately 2,000 pay periods).

Plaintiff submits that the issues presented in the PAGA claim are likely only to be resolved with extensive and costly pretrial and trial proceedings, and Plaintiff believes that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits to the PAGA Group and Plaintiff from continued litigation.

The settlement of the PAGA claim involves monetary relief to the PAGA Group, Plaintiff, Plaintiff's counsel, and the State of California. Plaintiff submits that the PAGA settlement allows the PAGA Group to receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

Furthermore, Plaintiff recognizes that continued litigation presents significant risks that support a significant downward departure from the amount of Plaintiff's estimated civil penalties. Plaintiff contends that, in view of the risks, the settlement represents a fair, adequate, and reasonable compromise amount for these claims and is in the best interest of Plaintiff and the PAGA Group and therefore warrants approval. Plaintiff contends that the PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable to Defendant, Plaintiff, and the State, and are the product of good-faith, and informed arm's-length negotiations between the Parties, consistent with public policy and fully comply with applicable provisions of law.

IV. TERMS AND PROCEDURES OF THE PAGA SETTLEMENT

The Settlement Agreement covers any and all civil penalties claims arising from Plaintiff's PAGA claim in the Complaint and PAGA Notice, as laid out above. For the avoidance of uncertainty, this stipulation and release includes a release of claims under PAGA for violations of California Labor Code sections 201, 202, 203, 204, 204b, 210, 218.5, 221, 226, 226.3, 226.7, 226.8, 432, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698, 2699, 2699.3, and 2699.5 and the applicable Wage Order.

Without any admission of liability or wrongdoing, Defendant agrees to pay the total amount of **$130,000.00** in settlement (the "Gross Settlement Amount" or "GSA") which will be divided and distributed as follows, subject to the Court's approval:

1) Not more than $5,000.00 as an Enhancement Award to Plaintiff;
2) Not more than $43,329.00 (33 1/3% of the GSA) in attorney's fees to Sezgin Khousadian LLP;
3) Not more than $9,100.66 in attorney litigation costs and expenses to Sezgin Khousadian LLP;
4) $2,000.00 in Administration Expenses Payment to the Settlement Administrators (ILYM Group, Inc.);
5) $70,570.34 (the "Net Settlement Amount" or "NSA") will be divided as follows:
    i. $45,870.72 (65% of "NSA") to the LWDA, which represents civil penalties payable to the LWDA under PAGA, Labor Code section 2698 et seq.; and
    ii. $24,699.62 (35% of NSA) (the "Individual PAGA Payment(s)") to the PAGA Group Members which represents civil penalties payable to them as compensation for civil penalties that are allegedly owed on the representative PAGA claim for the PAGA Period. See Sezgin Decl., ¶ 11.

Plaintiff and each PAGA Group Member shall receive an Individual PAGA Payment, which means a PAGA Group Member's share of 35% of the Net Settlement calculated according to the number of PAGA Pay Periods the PAGA Group Member worked as a non-exempt employee of Defendant in California during the PAGA Period. A PAGA Pay Period means the number of biweekly pay periods during the PAGA Period during which a PAGA Group Member worked as a non-exempt employee of Defendant in California for at least one day. PAGA Pay Periods shall be calculated according to Defendant's records and included in the PAGA Group Information List for each PAGA Group Member. For purposes of computing taxes, one hundred percent (100%) of the Individual PAGA Payment shall be considered to be a civil penalty and shall therefore not be subject to withholding, unless otherwise required by law. The Administrator shall file proof of payment.

Paga Group Size Estimates. Based on a review of its records, Defendant estimated that there were approximately 59 PAGA Group Members who collectively worked a total of approximately 2,000 pay periods as non-exempt employees for Defendant in California between November 11, 2023 and February 26, 2026 (the date of the Parties' mediation). In the event that the total number of pay periods between November 11, 2023 and March 30, 2026 exceeds the amount of Defendant's estimate of 2,000 pay periods by more than ten percent (10%), Defendant shall increase the Gross Settlement Amount proportionately by the same percentage points above 10%. For example, if the number of pay periods between November 11, 2023 and March 30, 2026 is 12% more than 2,000 (or 2,240 pay periods in total), then the Gross Settlement Amount shall increase by 2% or $2,600.00, for an increased Gross Settlement Amount of $132,600.00. Or, Defendant may, in its sole discretion, adjust the length of the PAGA Period by moving the end date to an earlier date to avoid triggering this escalator clause.

V. TERMS AND PROCEDURES OF PLAINTIFF'S INDIVIDUAL SETTLEMENT

At the mediation discussed above, the Parties also resolved Plaintiff's individual claims and entered into an Individual Settlement Agreement. "Individual Settlement Agreement" as hereinafter referenced means the separate individual settlement agreement between Plaintiff, on the one hand, and Defendant, on the other, pursuant to which Plaintiff and Plaintiff's Counsel will be paid, separate and apart from any and all sums paid from the Gross Settlement Amount pursuant to this Agreement, the Individual Settlement Payment, in exchange for Plaintiff's general release of all claims against all of the Released Parties, including his waiver of Civil Code section 1542 with respect to each of them, among other terms and conditions specified and agreed in the Individual Settlement Agreement.

"Individual Settlement Payment" means the payment pursuant to the Individual Settlement Agreement, separate and apart from any and all sums paid from the Gross Settlement Amount pursuant to the Settlement Agreement, in the amount of $65,000.00, of which $5,000.00 is to be payable to Plaintiff as and for alleged unpaid wages, $30,450.00 is to be payable to Plaintiff, representing a compromise payment as and for any and all claims Plaintiff may have for noneconomic damages of any type, including penalties and interest, and $29,550.00 is to be payable to Plaintiff's Counsel as and for attorneys' fees and costs attributable to Plaintiff's individual claims. Defendant will also issue a Mediation Reimbursement Payment in the amount of $6,225.00 (i.e., one fourth of the total mediation fee paid by the parties to mediate with Jill R. Sperber, Esq.).

VI. PLAINTIFF CONTENDS THAT THE PROPOSED AMOUNT FOR ATTORNEY'S FEES AND LITIGATION COSTS & EXPENSES IS FAIR, ADEQUATE, AND REASONABLE AND WARRANTS APPROVAL

Plaintiff's counsel submits that he is representing Plaintiff on a straight contingency basis. Plaintiff counsel further submits that his request for $43,329.00 in attorney fees and $9,100.66 in litigation costs and expenses is fair and reasonable. "Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." (*Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 47 fn. 11; see also *Lafitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503 [holding courts can use the percentage method for the calculation of attorneys' fees].) Plaintiff's counsel also submits that this is consistent with his experience in cases involving PAGA claims. Plaintiff's counsel contends this award is justified here because Plaintiff's counsel achieved a strong result for the PAGA Group and the State while bearing the burdens of contingency representation.

Plaintiff's counsel contends it is an accepted practice in a wage-and-hour class action settlement to award attorney's fees to plaintiff's counsel based on a percentage of the total settlement value agreed upon by the parties. Plaintiff submits that California courts have long recognized that an appropriate method for awarding attorney's fees in class actions is to award a percentage of the common fund. (See *Serrano v. Priest* (1977) 20 Cal.3d. 25, 34 ["when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund"]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 230, 254; *see also Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26-30.)

Plaintiff's counsel represents that the litigation costs and expenses Plaintiff's counsel expended to aid in the representation of the PAGA Group total $9,100.66 and include the following: (1) the original PAGA notice filing fee in the amount of $75.00; (2) complaint filing fee in the amount of $458.72; (3) service and other filing fees in the total amount of $214.44; (4) expert analysis fee in the amount of $2,127.50; and (5) mediation fees in the amount of $6,225.00 (i.e., one fourth of the total mediation fee paid by the parties to mediate with Jill R. Sperber, Esq.). See Sezgin Decl., ¶ 12.

VII. NO ADMISSION OF LIABILITY OR WRONGDOING

The payment of consideration or any other obligation are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Defendant, or any other person or business entity. Defendant adamantly denies all allegations of wrongdoing arising out of the employment relationship between the Parties, including the PAGA Group. The Parties intend merely to avoid the expense, delay, uncertainty, and burden of continued litigation.

VIII. PAGA SETTLEMENT ADMINISTRATION

A. **Administration:** The Parties agree to use ILYM Group, Inc. to handle the administration of the Settlement.

B. **Administration Costs And Expenses:** Per the terms of the Settlement Agreement, all costs and expenses due to the Administrator in connection with its administration of the Settlement described in the Settlement Agreement, including, but not limited to, formatting and mailing the Notice of Settlement and Individual PAGA Payments, performing a National Change of Address database search to update PAGA Group Members' addresses prior to the mailing, performing skip-traces to locate and update PAGA Group Members' addresses, calculating, and distributing Individual PAGA Payments, and any other tasks requested by the Parties or by the Court, among other tasks as reflected within the Settlement Agreement, will be paid from the Gross Settlement Amount to reimburse the Administrator reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of the Settlement.

C. **Funding And Distribution:**

PAGA Group Information List: Not later than fifteen (15) calendar days after the Effective Date, Defendant will deliver in a secure fashion to the Administrator the PAGA Group Information List. If this deadline falls on a weekend or holiday, the deadline will be extended to the next business day. To protect PAGA Group Members' privacy rights, the Administrator must maintain the PAGA Group Information List in confidence, use the PAGA Group Information List only for purposes of the Settlement and for no other purpose, and restrict access to the PAGA Group Information List to the Administrator's employees who need access to the PAGA Group Information List to effectuate administration of the Settlement under this Agreement. Defendant will promptly notify Plaintiff's Counsel if it discovers that the Information List omitted PAGA Group Member identifying information and provide corrected or updated information to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Group Information List to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted data.

Funding of the Settlement Fund Amount*:* Within fifteen (15) calendar days from the Effective Date, Defendant shall remit the Settlement Fund Amount ($130,000.00) to the Administrator for the establishment of the Settlement Fund, which shall be in full and final satisfaction of the following: the Individual PAGA Payments, the LWDA Payment, the Fees and Expenses Award, the Enhancement Award, and the Administration Expenses Payment. If this deadline falls on a weekend or holiday, the deadline will be extended to the next business day. As a material term of the Settlement, Plaintiff's waiver of appellate rights is a condition to Defendant's obligation to fund the Settlement Fund Amount. If Plaintiff or Plaintiff's counsel files any appeal, petition for writ, or other request for appellate review concerning the Approval Order or Judgment, Defendant's obligation to fund the settlement shall be immediately suspended pending dismissal of such filing, and Defendant may seek enforcement of this provision.

Distribution of the Gross Settlement Amount: Within ten (10) business days after Defendant's remittance to the Administrator of the Settlement Fund Amount, the Administrator shall establish the Settlement Fund and distribute checks for all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, the Fees and Expenses Payment, and the Enhancement Award pursuant to the Plan of Allocation. Also within ten (10) business days after Defendant's remittance of the Settlement Fund Amount, the Administrator shall provide Defendant's Counsel a written report listing each PAGA Group Member and the amount of the Settlement Payment to be made to each of them.

The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Group Members via First Class U.S. Mail, postage prepaid, together with the Notice of Settlement which shall substantially conform to Exhibit A to the Settlement Agreement. The face of each check shall prominently state the date of issuance and shall remain valid and negotiable for one hundred eight (180) days after the date of issuance and shall thereafter be automatically voided if not cashed by the PAGA Group Member within that time. The Administrator will be responsible for cancelling all checks not cashed by the void date. Upon the voiding of a PAGA Group Member's check, the PAGA Group Member's right to participate in the Settlement shall be extinguished, although the individual shall remain a PAGA Group Member bound by the Judgment entered in the Action. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

The Administrator must conduct an Address Search for all other PAGA Group Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to PAGA Group Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a requested replacement check to any PAGA Group Member whose original check was lost or misplaced, prior to the void date.

For any Individual PAGA Payment check that remains uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Group Member to be held in trust for that person. The Parties agree that this disposition results in no "unpaid residue," as the Individual PAGA Payments will be paid out to the PAGA Group Members, whether or not they all cash their settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts.

The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to PAGA Group Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

Non-Cashed Settlement Checks: PAGA Group Members shall have one hundred eighty days (180) to cash their checks. For any Individual PAGA Payment check that remains uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Group Member to be held in trust for that person.

IX. TAXES

Plaintiff and PAGA Group Members will be solely and legally responsible to pay any and all applicable taxes on the Individual PAGA Payments and will hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

X. RELEASED CLAIMS

Effective upon the date when the Administrator fully funds the entire Gross Settlement Amount, Plaintiff, Plaintiff's Counsel, the State of California, and all PAGA Group Members will release claims against all Released Parties as follows:

PAGA Release. Plaintiff, Plaintiff's Counsel, the State of California, and all PAGA Group Members, on behalf of themselves and their and their respective current, former, and future representatives, agents, attorneys, administrators, successors, and assigns, shall be deemed to have, and by operation of the Judgment shall have, expressly released, waived, and discharged the Released Parties from the Released PAGA Claims, and they shall each be bound by the Approval Order and Judgment and be forever barred from pursuing any of the Released PAGA Claims against any of the Released Parties. The Approval Order and Judgment will have the same effect under *Arias v. Superior Court* (2009) 46 Cal.4th 969, as if the Action had been litigated to a judgment covering all PAGA Group Members. This means that, by operation of the Approval Order and Judgment, neither the State of California nor any of the PAGA Group Members (including Plaintiff) may pursue recovery of civil penalties from Defendant or any of the Released Parties for any of the Released PAGA Claims.

Plaintiff's Release. Plaintiff's general release of claims and waiver of rights under Civil Code Section 1542 are set forth in the Individual Settlement Agreement.

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XI. CONCLUSION

Based on the foregoing, Plaintiff respectfully requests for this Honorable Court to approve the PAGA Settlement as set forth in the Settlement Agreement and enter the proposed order and judgment submitted herewith.

Dated: June 24, 2026

SEZGIN KHOUSADIAN LLP

By: Arthur Sezgin
ARTHUR SEZGIN, ESQ.
Attorneys for PLAINTIFF
SERGIO ROQUE