JCL LAW FIRM, APC
Jean-Claude Lapuyade, Esq. (State Bar #248676)
jlapuyade@jcl-lawfirm.com
Sydney Castillo-Johnson, Esq. (State Bar #343881)
scastillo@jcl-lawfirm.com
John L. Nitti, Esq. (State Bar #330752)
jnitti@jcl-lawfirm.com
Carolina Faccin, Esq. (State Bar # 340855)
cfaccin@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

ZAKAY LAW GROUP, APLC
Shani O. Zakay, Esq. (State Bar #277924)
shani@zakaylaw.com
Jaclyn Joyce, Esq. (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Dr., Ste 3600
San Diego, CA 92121
Telephone: (619) 255-9047

Attorneys for PLAINTIFF

VENTURA SUPERIOR COURT
FILED
02/11/2026
K. Bieker
Executive Officer and Clerk
Elizabeth Muller

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF VENTURA

HAMID DEGHAN, an individual, on behalf of himself, and on behalf of all persons similarly situated, Plaintiff, vs. R & A ALEXANDER INVESTMENTS, LLC a California limited liability company; and DOES 1-50, Inclusive, Defendants	Case No: 2024CUOE029973 **~~[PROPOSED]~~ ORDER GRANTING PLAINTFF'S MOTION TO APPROVE PAGA SETTLEMENT AND JUDGMENT** Date: January 28, 2026 Time: 8:20 a.m. Judge: Hon. Charmaine H Buehner Dept.: 44

Plaintiff Hamid Deghan ("Plaintiff") moves for approval of the settlement of Plaintiff's claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code § 2699(l), against R&A Alexander Investments, LLC. ("Defendant").

Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as a private attorneys general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement ("Settlement Agreement"). The California Labor Workforce Development Agency ("LWDA") was provided with notice of the settlement and the motion for approval of the settlement via its online process and no objection has been received to the settlement or the motion from the LWDA. The Parties seek approval of the PAGA Settlement Agreement ("Settlement").

The Settlement provides for a Gross Settlement Amount in the total sum of $130,000.000, which includes the PAGA Counsel Award in the amount of $50,239.26, comprised of attorneys' fees in the amount of $32,500.00 and reimbursed litigation expenses in the amount of $17,739.26, and a Settlement Administration Costs estimated in the amount of $4,225.00. The Net Settlement Amount or PAGA Payment is the amount remaining from the Gross Settlement Amount after deduction of the Settlement Administration Costs and PAGA Counsel Award.*

The Administrator shall be Apex Class Action LLC. The sum of any settlement checks not cashed within 180 days, or the extended deadline as provided in the Settlement Agreement, will be transmitted to the State Controller's Unclaimed Property Fund in the name of the Aggrieved Employees who did not cash their checks. The Court approved the Gross Settlement Amount and the distributions of the Gross Settlement Amount as set forth above.

The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(s)(2) hereby GRANTS Plaintiff's motion and approves the Settlement as set forth in the Settlement Agreement.

The "Aggrieved Employees" are defined as "all current and former non-exempt employees who worked for Defendant in California at any time during the period between September 5, 2023, through September 2, 2025 ("PAGA Period")." Upon entry of Judgment and funding in full of the Settlement by Defendant, any and all beneficiaries of Defendant, and any of Defendant's present and former administrators, companies, parents, subsidiaries, related entities, affiliates and affiliated entities, officers, shareholders, joint venturers, partners, members, managers, equity partners, owners, directors, trustees, employees, current and former employees and/or contractors, and agents as well as any of their representatives, attorneys, insurers, reinsurers, and/or any of their respective predecessors, successors and assigns during the PAGA Period ("Released Parties") shall be entitled to a release from the State of California, the LWDA, and Plaintiff as to the following claims: claims for PAGA penalties arising out of or related to the allegations set forth in the Operative Complaint and/or PAGA Notice that arose during the PAGA Period, including, but not limited to, claims for violations of Labor Code sections 201-204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804. The Parties enter into this Agreement with the express understanding and intention that the judgment in this matter will bind non-parties, such as all Aggrieved Employees, to the fullest extent provided by applicable law, including, without limitation, as stated in *Arias v. Superior Court* (2009) 46 Cal. 4th 969 ("Because an aggrieved employee's action under [PAGA] functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees who would be bound by a judgment in an account brought by the government."). Thus, all Aggrieved Employees, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representative, agent, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties listed above, as well as any related interest, fees, and costs, throughout the PAGA Period. ("Released PAGA Claims").

Neither the Settlement Agreement nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from this action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

Judgment is hereby entered on the claims asserted under PAGA in this action. After entry of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

* The allocation of the net settlement amount after fees and costs is 65% to the LWDA, or $49,098.23, and 35% to aggrieved employees, or $26,437.09.

DATED: 02/05/2026, 2026

THE HONORABLE CHARMAINE H. BUEHNER
JUDGE OF THE SUPERIOR COURT