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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

OCT 15 2026

DAVID H. YAMASAKI, Clerk of the Court

BY M. NEVAREZ, DEPUTY

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

MELISSA RAMIREZ, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

ARBITECH, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01410291-CU-OE-CXC

Assigned for All Purposes to:
Hon. David A. Hoffer, Dept. CX-103

**[~~REVISED PROPOSED~~] ORDER AND JUDGMENT**

Date: October 5, 2026
Time: 1:30 p.m.
Courtroom: Dept. CX-103

**[REVISED PROPOSED] ORDER AND JUDGMENT**

On October 5, 2026, at 1:30 p.m. this matter came on for a hearing in Department CX-103 of the Superior Court of the State of California, for the County of Orange, on Plaintiff MELISSA RAMIREZ'S ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fees, and Settlement Administration Costs ("Motion for Approval of Settlement"). The Sentinel Firm appeared for Plaintiff and Little Mendelson, P.C., appeared for Defendant ARBITECH, LLC ("Defendants") (collectively, Plaintiff and Defendant are the "Parties").

On or around January 20, 2026, Plaintiff and Defendant (together, the "Parties") executed the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or "Agreement") attached to the Declaration of Tiffany Hyun, ROA # 56, as **Exhibit 1**.

On or around September 18, 2026, the Parties executed the Addendum to the Private Attorneys General Act Settlement Agreement and Release (the "Addendum"), attached to the Supplemental Declaration of Tiffany Hyun, ROA # 72, as **Exhibit B.**

The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the Declaration of Plaintiff's Counsel [Tiffany Hyun], (3) the Supplemental Declaration of Plaintiff's Counsel [Tiffany Hyun], (4) the Declaration of Plaintiff Melissa Ramirez, (5) the Declaration of Sean Hartranft, (6) the Declaration of Defendant's Counsel [Jackson A. Zimmerman], (7) the Declaration of Norman Alcantara, (8) the Settlement Agreement, and (9) the Addendum.

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

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

1. The Motion for Approval of Settlement is granted.

2. All terms used herein shall have the same meaning defined in the Settlement Agreement and the Addendum.

3. The Court finds that Plaintiff has satisfied the prerequisites under the PAGA,

including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

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

5. Capitalized terms in this Order have the same meaning as in the Settlement and Addendum unless indicated otherwise. A summary of the terms of the Settlement is as follows:

a. The Settlement pertains to the following Aggrieved Employees: "all current and former non-exempt employees of Defendant within the State of California at any time during the PAGA Period."

b. The PAGA Period means the period from June 28, 2023 through February 10, 2026.

c. The Gross Settlement Amount is revised to $95,040.00 pursuant to Paragraph 9 of the Addendum.

6. The Court finds that the Parties reached the Settlement as a result of arm's-length negotiations. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Amount that will be considered PAGA Penalties. The Net Settlement Amount shall be the Gross Settlement Amount less the approved Attorneys' Fees and Costs to Plaintiff's Counsel, General Release Fees to Plaintiff, and Settlement Administration Costs to Apex Class Action Administration Solutions (the "PAGA Settlement Administrator"). Sixty-five percent (65%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and thirty-five percent (35%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees ("Employees' Portion") in accordance with this Order and Judgment and the Settlement Agreement. The initial Gross Settlement Amount was $90,000, however, pursuant to Section 9

of the Addendum, if the actual number of Compensable Pay Periods during the PAGA Period is more than fifteen percent (15%) above the 1,933 Pay Periods (i.e., 2,223), Defendant will increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the PAGA Members above the 15% threshold. Based on the Declarations of the Administrator and Defense counsel, the sum of Pay Periods through the stipulated end date of the PAGA Period, February 10, 2026, is 2,332. Pursuant to Paragraph 9, this requires a 5.6% increase to the Gross Settlement Amount, which equals an additional $5,040.00. Thus, the approved Gross Settlement Amount is $95,040.00.

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

8. The Court approves PAGA Counsel Litigation Expenses Payment of $18,148.50 and Attorneys' Fees of 30% of the Gross Settlement Amount, or $28,512.00/_____, to Plaintiff's Counsel for attorneys' fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

9. The Court approves payment in the amount of $5,000 to Plaintiff Ramirez for her PAGA Representative Service Payment and/or General Release Fee. These amounts shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

10. The Court approves payment up to the amount of $2,990 to Apex Class Action Administration Solutions. for payment of costs and expenses of administration of the Settlement ("Settlement Administration Costs"). This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

12. The Court further finds that notice of the Settlement need not be provided to the Aggrieved Employees; however, the Court approves the Cover Letter, attached as **Exhibit A** to the Supplemental Declaration of Tiffany Hyun, ROA #72, and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes payments to Aggrieved Employees for their share of the Employees' Portion ("Individual Settlement Share(s)").

13. Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees ("Aggrieved Employee List"), in accordance with this Order and Judgment, the Settlement Agreement and Addendum. Defendant shall deposit the Gross Settlement Amount into a qualified settlement account established, by the PAGA Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement.

14. Within the timeframes specified by the Agreement, the PAGA Settlement Administrator shall distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all Aggrieved Employees (together, the "PAGA Settlement Package(s)"), the PAGA Representative Service Payment and/or General Release Fee to Plaintiff, the Settlement Administration Costs to itself (only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees), the Attorneys' Fees and Costs to Plaintiff's Counsel) unless instructed otherwise by Plaintiff's Counsel), as provided for by this Order and Judgment and in accordance with the terms of the Settlement Agreement.

15. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of each Aggrieved Employee at issue and in the amount(s) of their respective Individual Settlement Share(s).

16. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the date of entry of this Order and Judgment and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by this Settlement

Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties from the Released Claims.

17. The PAGA claims are hereby released as to the Released Parties specified in the Agreement as follows:

> "Upon approval of the Settlement by the Court and upon funding of the Gross Settlement Amount, Plaintiff, as agent and proxy of the State of California and the California Labor Workforce Development Agency, will release the Released Parties from any and all claims for civil penalties and all available relief, including without limitations, attorneys' fees and costs, under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, et seq., against the Released Parties for work performed during the PAGA Period and based on or arising out of the claims asserted in the notice to the LWDA and the operative complaint in this Action. These claims include: (1) failure to pay minimum wages; (2) failure to pay regular, contract and overtime compensation; (3) failure to provide meal periods and pay meal period premiums; (4) failure to authorize and permit rest periods and pay rest period premiums; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; and (8) failure to pay all earned wages twice per month."

18. "PAGA Period" means the period from June 28, 2023, through February 10, 2026, subject to the and discretionary cap provision contained in Paragraph 9 of the Agreement.

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

20. Each side is to bear its own costs and attorneys' fees, except as provided by the Settlement.

21. The Court sets a Case Review Hearing Re: Final Accounting and Distribution of Residual Funds on June 28 2027 at 1:30 p.m. in Department CX103 of this Court. The Parties are ordered to file a Final Status Report no later than 16 days prior to the Case Review Hearing along with any proposed Amended Judgment.

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**IT IS SO ORDERED AND JUDGMENT IS ENTERED ACCORDINGLY.**

Dated: 10/15/26

JUDGE OF THE SUPERIOR COURT

**PROOF OF SERVICE**
**STATE OF CALIFORNIA, COUNTY OF ORANGE**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit. The name and address of my residence or business is The Sentinel Firm, APC, 707 Wilshire Blvd., Suite 4700, Los Angeles, California 90071

On the date indicated below, I served the document described as:

**[REVISED PROPOSED] ORDER AND JUDGMENT**

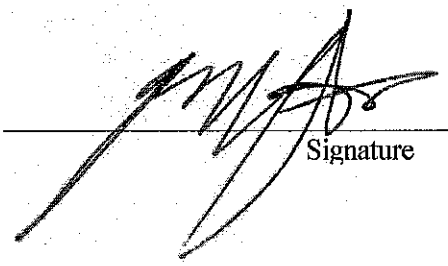
On the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

**LITTLER MENDELSON, P.C.**
Attorneys for Defendant Arbitech, LLC
Jackson A. Zimmerman, Esq. (jzimmerman@littler.com)
Jim Hart, Esq. (jhart@littler.com)
Shawn Beam, Esq. (sbeam@littler.com)
Heather Hauck, Esq. (hhauck@littler.com)
18565 Jamboree Road, Suite 800
Irvine, CA 92612

[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail mellinda.hensley@thesentinelfirm.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **October 8, 2026** at Los Angeles, California.

Mellinda Hensley
Type or Print Name



Signature