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Attorneys for Plaintiff JULIO CASTELLANOS, an individual, and on behalf of all similarly situated employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JULIO CASTELLANOS,

Plaintiff,

v.

SIERRA FOODS, INC. dba USA
GASOLINE; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20STCV11462

**[PROPOSED] AMENDED ORDER
APPROVING SETTLEMENT
AGREEMENT AND ENTERING FINAL
JUDGMENT**

Assigned for all purposes to
Hon. Teresa A. Beaudet, Dept. 50

Date: March 3, 2022
Time: 10:00 a.m.

Complaint Filed: March 23, 2020

FILED
Superior Court of California
County of Los Angeles

MAR 11 2022

Sherri R. Carter, Executive Officer/Clerk
By Robert R. Alva Deputy

1 On March 3, 2022, a Hearing re: Joint Status Report re: Distribution of Settlement Proceeds
2 was held. The Court having considered all papers filed and proceedings herein and otherwise being
3 fully informed, and having made this Judgment which constitutes a final adjudication of this matter
4 on the merits, and good cause appearing,

5 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

6 1. All terms used for purposes of this Amended Order and Judgment, not otherwise
7 defined, shall have the same meaning as given in the PAGA Settlement Agreement ("Settlement")
8 executed between the Parties on March 8, 2021.

9 2. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
10 Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been
11 given notice of the Settlement. Pursuant to PAGA, on September 13, 2021. Plaintiff filed the motion
12 seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the
13 Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff's
14 notice of the Settlement complied with the statutory requirements of PAGA.

15 3. The Court confirms approval of the Settlement as to the following group of
16 individuals, collectively referred to as the "PAGA Settlement Group Members":

17 Current and former non-exempt employees of Defendant in
18 California at any time during the period from January 17, 2019, to
19 February 28, 2021.

20 4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
21 Settlement Group Members, and over those persons and entities undertaking affirmative
22 obligations under the Settlement.

23 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
24 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

25 6. The Court approves the Notice to PAGA Settlement Group Members, Exhibit B to
26 the Settlement Agreement, which provides instructions for PAGA Settlement Group Members to
27 dispute and/or correct their Settlement Share before payments are made.

28 7. The Court finds that each PAGA Settlement Group Member, in accordance with the
Settlement, releases the following "Released Claims" against the Released Parties.

1 Any and all individual and representative claims under PAGA of
2 whatever kind or nature, whether known or unknown, arising during
3 the Covered Period based on the facts alleged by Plaintiff in the
4 Action and Plaintiff's notice letter to LWDA, including but not
5 limited to claims under Labor Code sections 201, 202, 203, 204, 226,
6 226.7, 227.3, 510, 512, 1174, 1194, 1197, and 2802, the Industrial
7 Welfare Commission Wage Orders, and any resulting claim for
8 attorneys' fees and costs.

9 8. As to the Released Claims Only, the PAGA Settlement Group Members also waive
10 and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code.

11 9. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
12 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
13 are fair and reasonable.

14 10. The Court authorizes the Settlement Administrator to calculate and pay the
15 Settlement Shares, in accordance with the terms of the Settlement.

16 11. The Court awards the Settlement Administrator in this Action its fees and costs of
17 Five Thousand Dollars (\$5,000.00) in accordance with the terms of the Settlement Agreement.

18 12. The Court awards to Plaintiff's Counsel in this Action its fees and costs of Twenty-
19 Eight Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$28,333.33),
20 and costs of six thousand nine hundred dollars and sixty-two cents (\$6,900.62), in accordance with
21 the terms of the Settlement Agreement.

22 13. The Court awards to Plaintiff in this Action Representative Plaintiff's Payment in
23 the amount of Five Thousand Dollars (\$5,000.00) in accordance with the terms of the Settlement
24 Agreement.

25 14. The Court approves the allocations and payment of eighty-five thousand dollars
26 (\$85,000.00) as for the compromise of claims brought under PAGA, to be paid in accordance with
27 the terms of the Settlement. Under the terms of the Settlement, 75% of the Net Settlement Amount
28 will be paid to the State of California Labor Workforce Development Agency ("LWDA Payment");

1 the remaining amount of the Net Settlement Amount shall be distributed to the PAGA Settlement
2 Group Members in accordance with the terms of the Settlement.

3 15. Checks for the Settlement Shares sent to PAGA Settlement Group Members shall
4 be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for
5 Settlement Shares uncashed after one hundred eighty (180) days will be disbursed to the California
6 State Controllers' Office Unclaimed Property Fund in the name of the individual PAGA Settlement
7 Group Member for his or her benefit. (JAB)

8 16. Pursuant to CCP § 664.6, The Court retains exclusive and continuing jurisdiction over this Action for purposes
9 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
10 as well as the Settlement.

11 17. Nothing in this Order and Judgment or the Settlement shall be construed as an
12 admission or concession by any party. The Settlement and this resulting Order and Judgment simply
13 represent a compromise of disputed allegations.

14 18. Plaintiff is directed to submit a copy of this order to the LWDA within ten (10) days
15 of the date of this Order. (JAB)

16 19. On or before July 5, 2022, Within one hundred twenty (120) days of the date of this Order, the Parties are
17 directed to file a joint status report regarding the status of the distribution of settlement proceeds. with a counter copy delivered to Dept. 50

18 Upon satisfaction that the appropriate payments have been made, the Court will then close this case.

19 The Court sets a hearing date thereon on 7/12/22 at 10 a.m. in Dept 50. Defendant is ordered to give notice of this Order. (JAB)

20 IT IS SO ORDERED AND ADJUDGED.

21 DATED: 3/11/22

22 Teresa A. Beaudet

23 Hon. Teresa A. Beaudet
24 Los Angeles County Superior Court Judge

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **March 2, 2022**, I served [X] true copies [] originals of the following document(s): **[PROPOSED] ORDER APPROVING SETTLEMENT AND ENTERING FINAL JUDGMENT**. I served the document(s) on the person(s) below as follows:

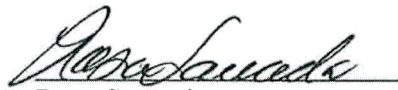
José-Manuel A. de Castro, Esq. David G. Larmore, Esq. Lori V. Minassian, Esq. DE CASTRO LAW GROUP, P.C. 7590 N. Glenoaks Blvd., Suite 201 Los Angeles, CA 91504	Attorneys for Defendant SIERRA FOODS, INC. dba USA GASOLINE. Telephone: (310) 270-9877 (310) 270-9826 (310) 270-9879 Email: jmdecastro@decastrolawgroup.com dlarmore@decastrolawgroup.com iminassian@decastrolawgroup.com
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The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address rcastilla@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **March 2, 2022**, at Long Beach, California.


Rosa Saucedo