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 all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

ALFREDO TORRES and SOFIA AMAYA, on  
 behalf of themselves and all others similarly  
 situated,

Plaintiffs,

vs.

ROSE & SHORE, INC., a California  
 corporation; RITE-WAY MEAT PACKERS,  
 INC., a California Corporation; R B R MEAT  
 COMPANY, INC., a California corporation;  
 PERSONNEL STAFFING GROUP, LLC dba  
 KBS Staffing, a Florida limited liability  
 company; PARTNERSHIP STAFFING  
 SOLUTIONS, LLC, a California limited liability

CASE NO.: 20STCV04672

[Related to LASC Case No. 20STCV27578]

Consolidated Complaint Filed: November 12,  
 2024

[Assigned for all purposes to Dept. "14"]

**~~PROPOSED~~ ORDER GRANTING  
 PLAINTIFFS' MOTION FOR APPROVAL  
 OF PRIVATE ATTORNEYS GENERAL  
 ACT SETTLEMENT AND JUDGMENT  
 THEREON**

[Filed concurrently with the Notice of Motion]

**~~PROPOSED~~ ORDER GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF  
 PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND JUDGMENT THEREON**

1 company; PARTNERSHIP 1, INC. dba  
2 Partnership Staffing Support, a business entity  
3 form unknown; and DOES 1 through 100,  
4 Inclusive

*and Motion for Approval of Private Attorneys  
General Act Settlement; and Declarations in  
Support]*

Hearing Information:

Date: October 8, 2025

Time: 10:00 A.M.

Dept.: 14

1 The Court, having reviewed and considered Plaintiffs ALFREDO TORRES and SOFIA  
2 AMAYA (“Plaintiffs”) Motion for Approval of the Private Attorneys General Act (“PAGA”)  
3 Settlement, the Stipulation Re: PAGA Representative Action Settlement and Release (“Agreement”  
4 or “Settlement” or “Settlement Agreement”) entered into by and between Plaintiffs and Defendants  
5 RITE-WAY MEAT PACKERS, INC., ROSE & SHORE, INC., R B R MEAT COMPANY, INC.  
6 (“Rose & Shore Defendants”) and PERSONNEL STAFFING GROUP, LLC (“Personnel Staffing  
7 Group”)(“ Rose & Shore Defendants and Personnel Staffing Group, collectively referred to as  
8 “Defendants” or “Settlement Defendants”) and all documents submitted in support of the motion,  
9 HEREBY ORDERS AND ENTERS JUDGMENT AS FOLLOWS:

10 1. All terms used herein shall have the same meaning as defined Stipulation Re: PAGA  
11 Representative Action Settlement and Release (“Agreement” or “Settlement” or “Settlement  
12 Agreement”) attached to the Declaration of Joanna E. Meneses as **Exhibit 1**.

13 2. The Court hereby approves the terms set forth in the Settlement Agreement and finds  
14 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and directs the Parties  
15 to effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement  
16 Agreement has been reached as a result of informed and non-collusive arm’s-length negotiations.  
17 The Court further finds that the Parties were able to reasonably evaluate their respective positions.  
18 The Court also finds that settlement now will avoid additional and potentially substantial litigation  
19 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has  
20 reviewed the monetary recovery being provided as part of the settlement and recognizes the  
21 significant value accorded to the State of California and the Aggrieved Employees. The Court finds  
22 that the Settlement Agreement meets all of the requirements for approval of a settlement under PAGA,  
23 including the notice of the Settlement Agreement having been properly provided to the California  
24 Labor and Workforce Development Agency (“LWDA”). The Court finds the LWDA has not objected  
25 to, and is therefore deemed to have approved, the terms of the Settlement Agreement.

26 3. The Settlement Agreement is not an admission by Defendants or by any other of the  
27 Releasees in any respect, nor is this Order a finding of the validity of any allegations or of any  
28

wrongdoing by any Defendants or any of the other Releasees. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of the other Releasees.

4. The entire Net PAGA Settlement Amount (the remainder of the Gross Settlement Payment after deducting Plaintiffs' counsel's fees [\$261,666.64] and costs [\$25,720.60], the costs of administration [approximately \$13,250.00], ~~and the Enhancement Payment to Plaintiffs [\$5,000.00 to each Plaintiff]~~ from the \$785,000.00 Gross Settlement Payment) shall be allocated for payment of civil penalties and shall be distributed 75% to the LWDA and 25% to the Aggrieved Employees.

5. The 25% of the Net PAGA Settlement Amount for the Aggrieved Employees shall be distributed to the Aggrieved Employees pro rata. Each Aggrieved Employee's pro rata share will be determined by dividing their total Qualifying Pay Periods within the PAGA Period by the total Qualifying Pay Periods of all Aggrieved Employees within the PAGA Period. "Aggrieved Employees" means the approximate 1,906 hourly non-exempt current and former employees who worked for Rose & Shore Defendants, in California, which is inclusive of direct hire non-exempt employees who worked for Rose & Shore Defendants in California and temporary nonexempt employees placed to work for Rose & Shore Defendants in California through staffing agencies Personnel Staffing Group dba KBS Staffing, Partnership Staffing Solutions, Partnership 1 dba Partnership Staffing Support, during the PAGA Period. The "PAGA Period" refers to the period from February 5, 2019 through March 1, 2022. "Qualifying Pay Period(s)" are the pay periods worked by each Aggrieved Employees during the PAGA Period in California.

6. Defendants shall pay the Aggrieved Employees pursuant to the procedure described in the Settlement Agreement. Defendants shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability except as provided for in the Settlement Agreement.

7. The Court hereby confirms Lavi & Ebrahimian, LLP and The Nourmand Law Firm, APC as Plaintiffs' Counsel.

1           8.       The Court hereby confirms CPT Group, Inc. as the Settlement Administrator and  
2 confirms that costs in the amount of approximately \$13,250.00 for administration of the settlement  
3 are reasonable.

4           9.       The Court hereby awards attorneys' fees in the amount of 33% of the Gross PAGA  
5 Settlement Amount, which is \$261,666.64 in attorneys' fees and \$25,720.60 in attorneys' costs. The  
6 payment of fees to Plaintiffs' Counsel shall be made in accordance with the terms of the Settlement.

7           10.      No later than ten (10) business days after the Effective Date, Settlement Defendants  
8 shall provide the Settlement Administrator with a list of all Aggrieved Employees.

9           11.      Defendants shall fully fund the Gross PAGA Settlement Amount by transmitting the  
10 sum of the Gross PAGA Settlement Amount to the Settlement Administrator no later than 60 days  
11 after the Effective Date and shall be held in trust in the QSF by the Settlement Administrator.

12          12.      Within 5 days after Defendants fund the Gross PAGA Settlement Amount, the  
13 Settlement Administrator, CPT Group, Inc. ("CPT"), will mail checks for all Individual Settlement  
14 Release Payments, withdraw the amount allocated to the Settlement Administrator for the Settlement  
15 Administrator's costs, deliver payment of Plaintiffs' Counsels' attorneys' fees, deliver payment of  
16 Plaintiffs' Counsels' litigation costs; deliver payment of the Enhancement Payment payable to  
17 Plaintiffs, and then, 75% of the Net PAGA Settlement Amount shall be paid to the LWDA.

18          13.      Upon the Effective Date and Settlement Defendants funding Plaintiffs' Individual  
19 Settlement Release Payment, Plaintiffs agree to release and forever discharge all claims known or  
20 unknown, accrued or unaccrued, they have or may have against Defendants and the Released Parties,  
21 including execution of a California Civil Code section 1542 release and waiver. In consideration of  
22 Plaintiffs' Individual Settlement Release Payment, the Plaintiffs fully release and forever discharge  
23 the Released Parties from any and all actions, causes of action, claims, charges, complaints, liabilities,  
24 obligations, promises, agreements, controversies, damages, actions, suits, rights, demands, liens,  
25 costs, losses, debts, penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys'  
26 fees and costs, interest, punitive damages and expenses (including, without limitation, back wages,  
27 penalties, liquidated damages, and attorneys' fees and costs actually incurred) or liabilities of any kind

1 which have been or could have been asserted against the Released Parties arising out of or relating  
2 to: (i) Plaintiffs' employment with Defendants, and/or any other occurrence taking place on or before  
3 the effective date of this Agreement, known or unknown, suspected or unsuspected, including but not  
4 limited to claims arising out of, based upon, or relating to Plaintiffs' employment with the Defendants,  
5 or the remuneration for such employment, the terms and conditions of such employment, employee  
6 benefits related to such employment, the termination of such employment, and/or any of the events  
7 relating directly or indirectly to or surrounding such termination, (ii) any and all wage and hour claims  
8 and any representative claims predicated on any alleged claims including any wage and hour claims;  
9 (iii) any and all claims of discrimination (including harassment), whistleblowing or retaliation in  
10 employment (whether based on federal, state or local law, statutory or decisional), including without  
11 limitation, all claims under the Age Discrimination in Employment Act of 1967 (the "ADEA"), the  
12 Older Workers Benefit Protection Act ("OWBPA"), 29 U.S.C. § 621 et seq., the Worker's Adjustment  
13 and Retraining Notification Act ("WARN"), Title VII of the Civil Rights Act of 1964, as amended  
14 ("Title VII"), the Americans with Disabilities Act, as amended ("ADA"), the Civil Rights Act of 1991,  
15 the Pregnancy Discrimination Act ("PDA"), the Pregnant Workers Fairness Act ("PWFA"), the  
16 Reconstruction Era Civil Rights Act of 1866, 42 use §§ 1981-86, as amended, the Equal Pay Act  
17 ("EPA"), the Family and Medical Leave Act, as amended ("FMLA"), the Fair Labor Standards Act  
18 ("FLSA"), the Employee Retirement Income Security Act ("ERISA") (other than claims with regard  
19 to vested benefits). Sections 503 and 504 of the Rehabilitation Act of 1973, the Occupational Safety  
20 and Health Act ("OSHA"), the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the  
21 National Labor Relations Act ("NLRA"), the Genetic Information Nondiscrimination Act ("GINA"),  
22 the Families First Coronavirus Relief Act ("FFCRA"), the Immigration Reform and Control Act, the  
23 Corporate and Criminal Fraud Accountability Act of 2002, the Private Attorneys General Act, the  
24 Uniformed Services Employment and Reemployment Rights Act, the Sarbanes-Oxley Act of 2002,  
25 the Fair Credit Reporting Act, California Family Rights Act - Cal. Gov't Code § 12945.2, California  
26 Fair Employment and Housing Act - Cal. Gov't Code § 12900 et seq., the California Business &  
27 Professions Code §§ 17200, et seq., California Unruh Civil Rights Act - Cal. Civ. Code § 51 et seq.

1 Statutory Provisions Regarding the Confidentiality of AIDS Information - Cal. Health & Safety Code  
2 § 120775 et seq., California Confidentiality of Medical Information Act - Cal. Civ. Code § 56 et seq.,  
3 California Parental Leave Law - Cal. Lab. Code § 230.7 et seq., California Military Personnel Bias  
4 Law - Cal. Mil. & Vet. Code § 394, The California Occupational Safety and Health Act, as amended,  
5 and any applicable regulations thereunder, the California Consumer Credit Reporting Agencies Act -  
6 Cal.Civ. Code § 1785 et seq., California Investigative Consumer Reporting Agencies Act - Cal. Civ.  
7 Code § 1786 et seq., the California Consumer Privacy Act, the California Privacy Rights Act, those  
8 provisions of the California Labor Code that lawfully may be released, any other federal, state or local  
9 civil or human rights law or any other federal, state or local law, regulation or ordinance, and  
10 California common law; (iv) any and all waivable claims for unpaid wages under any other state or  
11 local law; (v) any and all waivable rights under the California Constitution; (vi) any and all claims  
12 for wrongful discharge or public policy; (vii) any and all claims for damages of any kind whatsoever,  
13 including without limitation compensatory, punitive, treble, liquidated and/or consequential damages;  
14 (viii) any and all claims under any contract, whether express or implied, conversion, promissory  
15 estoppel; (ix) any and all claims for unintentional or intentional torts, invasion of privacy, defamation,  
16 slander, libel, assault, battery, false imprisonment, emotional distress and pain and suffering; (x) any  
17 and all claims for violation of any statutory or administrative rules, regulations, ordinances or codes;  
18 and (xi) any and all claims for attorneys' fees, paralegals' fees, costs, disbursements, wages, leave,  
19 bonuses, benefits, vacation and/or the like. Plaintiffs represent that Plaintiffs know of no claim against  
20 the Released Parties that Plaintiffs have not released by this Paragraph. Plaintiffs understand and  
21 agree that this Settlement Agreement is binding on Plaintiffs and on anyone who succeeds Plaintiffs'  
22 rights. Moreover, without limiting the generality of the foregoing. Plaintiffs expressly release all  
23 claims or rights that exist at the time of the execution of this Settlement Agreement arising out of  
24 alleged violations of any contracts, express or implied (including but not limited to any contract of  
25 employment); any contract or covenant of good faith or fair dealing (express or implied); any tort,  
26 including, without limitation, negligence, fraud, misrepresentation under California Labor Code §  
27 970, negligent infliction of emotional distress, intentional infliction of emotional distress, slander and  
28

1 defamation; wrongful or constructive termination; any "retaliation" claims; any claims relating to any  
2 breach of public policy; any legal restrictions on Defendant's right to discharge employees or refuse  
3 to hire applicants; and any federal, state, or other governmental statute, regulation, order or ordinance.  
4 However, Plaintiffs do not release any workers' compensation claims. Further, Plaintiffs expressly  
5 waive and relinquish all rights and benefits afforded by section 1542 of the Civil Code of the State of  
6 California and does so understanding and acknowledging the significance of such specific waiver of  
7 section 1542. Specifically, Plaintiffs waive their rights under Section 1542 of the Civil Code, which  
8 states: A general release does not extend to claims that the creditor or releasing party does not know  
9 or suspect to exist in his or her favor at the time of executing the release and that, if known by him or  
10 her, would have materially affected his or her settlement with the debtor or released party.

11 14. Upon the Effective Date and Settlement Defendants funding the Gross PAGA  
12 Settlement Amount, Plaintiffs and all Aggrieved Employees will be deemed to fully, finally and  
13 forever release their Released PAGA Claims as to all Released Parties. In addition, on the Effective  
14 Date, all Aggrieved Employees and their successors in interest will be permanently enjoined and  
15 forever barred from prosecuting any of the Released PAGA Claims against any of the Released  
16 Parties.

17 15. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over  
18 the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or  
19 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment  
20 matters as are permitted by law.

21 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

22 1. Final judgment is hereby entered in this case in accordance with the terms of the  
23 Settlement Agreement and this Order. This Judgment is intended to be a final disposition of this  
24 action in its entirety and is immediately appealable.

25 2. The Parties shall bear their own costs and attorneys' fees except as otherwise provided  
26 by the Settlement Agreement and this Order.

27 3. Plaintiffs' Counsel shall submit a copy of this Final Order and Judgment to the LWDA  
28

1 within ten (10) days after entry of this Order and Judgment in accordance with California Labor Code  
2 Section 2699 former subd. (1)(3).

3  
4 Dated: 11/13/2025



A handwritten signature in black ink, appearing to read "T. Dillon".

Hon.  
Los Angeles County Superior Court Judge  
Timothy Patrick Dillon / Judge

✓ 9 Enhancements payments/service awards to Plaintiffs are disallowed. ✓