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FILED
BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KINGS
09/30/2024
NOCONA SOBOLESKI, CLERK OF THE COURT
JULIENNE DE SANTOS, DEPUTY



**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS
(UNLIMITED JURISDICTION)**

JAVIER CUEVAS AND ADRIAN CUEVAS
on behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

NETTO AG, INC., a California Corporation;
FRANK NETTO, individually; JAMES
NETTO, individually; DERRICK NETTO,
individually; and, DOES 1 through 50,
inclusive,

Defendants.

Case No.: 20C-0267

~~PROPOSED~~ **ORDER GRANTING
APPROVAL OF PRIVATE ATTORNEY
GENERAL ACT (PAGA) SETTLEMENT
AND FINAL JUDGMENT**

Date: September 30, 2024
Time: 8:15 a.m.
Dept. 8

1 Plaintiffs Javier Cuevas and Adrian Cuevas’s (“Plaintiffs”) Unopposed Motion for
2 Approval of the Private Attorneys General Act (“PAGA”) Settlement was scheduled for hearing on
3 September 24, 2024 at 8:15 a.m. in Department 8 of the above-captioned court. After considering
4 the Parties’ submissions, and all legal authorities and documents submitted in support thereof,
5 including Parties’ Settlement Agreement (“Settlement Agreement” and/or “Settlement”) attached
6 as Exhibit A to the Declaration of Enrique Martinez, and good cause appearing, **IT IS HEREBY**
7 **ORDERED** that Plaintiffs’ Motion is **GRANTED**, subject to the following findings and orders:

8 1. All terms used herein shall have the same meaning as defined in the Settlement
9 Agreement.

10 2. The Court hereby approves, adopts, and incorporates by reference the terms and
11 conditions set forth in the Settlement Agreement for settlement of PAGA claims in accordance
12 with Labor Code § 2699(1)(2). The Court finds that the Settlement Agreement is, in all respects,
13 fair, adequate, and reasonable, and directs the Parties to effectuate the Settlement Agreement
14 according to its terms. The Court finds that the Settlement Agreement has been reached as a result
15 of informed and non-collusive arm’s-length negotiations. The Court further finds that the Parties
16 were able to reasonably evaluate their respective positions. The Court also finds that settlement
17 now will avoid additional and potentially substantial litigation costs, as well as delay and risks if
18 the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery
19 being provided as part of the Settlement and recognizes the significant value accorded to the
20 PAGA Settlement Members.

21 3. The Defendant shall pay the PAGA Settlement Members and the Labor and
22 Workforce Development Agency pursuant to the procedure described in the Settlement Agreement.

23 4. The Court hereby confirms Enrique Martinez of the Law Offices of Enrique
24 Martinez and John Hill of the Law Offices of John E. Hill as Plaintiffs’ Counsel on behalf of
25 Plaintiffs, the State of California, and all other aggrieved employees.

26 5. The Court hereby awards attorneys’ fees in the amount of \$83,333.33 (“Plaintiffs’
27 Counsel Payment”). The Court finds that Plaintiffs’ counsel payment is reasonable in light of the
28 relevant factors under California law and in light of the Settlement reached. The Court also

1 approves payment of litigation costs of \$3,666.67, for a total payment to Plaintiffs' counsel of
2 \$87,000.

3 6. \$10,000 of the Settlement Sum will be paid to the two representative Plaintiffs,
4 Javier Cuevas and Adrian Cuevas (\$5,000 each) as a service award in recognition of their service
5 to the aggrieved employees and the LWDA, and the risks incurred.

6 7. \$7,000 of the Settlement Sum will be paid to the CPT Group, Inc., which shall act as
7 the settlement administrator and will distribute the settlement payments to the aggrieved employees
8 and the LWDA.

9 8. The Settlement Agreement is not an admission Defendants by Netto Ag, Inc., Frank
10 Netto, James Netto, and Derrick Netto ("Defendants"), nor is this Order a finding of the validity of
11 any allegations or of any wrongdoing by Defendants. Neither is this Order, the Settlement
12 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
13 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
14 omission, concession, or liability whatsoever by or against the Defendants.

15 9. The Defendants shall have no further liability for costs, expenses, interest,
16 attorneys' fees, or for any other charge, expense, or liability, except as provided in the Settlement
17 Agreement. The Court further orders, adjudges and decrees that the named Plaintiffs, as agent and
18 proxies of the State of California, are releasing the claims of the LWDA. Defendants may assert the
19 PAGA settlement as a defense to any future claims for penalties brought by the LWDA or any
20 claims brought under PAGA on behalf of the LWDA. Further, the release extends only to penalties
21 available through PAGA, and does not release the individual claims of the PAGA group.

22 10. After 180 days from the date of their mailing by the Settlement Administrator, any
23 settlement checks distributing Individual Settlement Payments that are returned to the Settlement
24 Administrator as undeliverable or that have not been cashed will be paid to Brigid Community
25 Outreach Center as a *cy pres* recipient.

26 11. Without affecting the finality of the Judgment or the Settlement, the Court shall
27 retain exclusive and continuing jurisdiction over the above-captioned action and the Parties for
28 purposes of enforcing the terms of the Judgment entered herein.

1 12. The claims of Plaintiffs individually and the representative claims brought on behalf
2 of all of the PAGA Settlement Group Members as proxies/agents for the State of California and the
3 Labor Workforce and Development Agency are hereby DISMISSED WITH PREJUDICE.

4 13. Within ten (10) days of entry of this Order, Plaintiffs shall provide to the Labor and
5 Workforce Development Agency a copy of this Order pursuant to Labor Code section 2699(1)(3).

6 14. Final Judgment in this Action is entered in conformity herewith, along with the
7 Settlement Agreement.

8 15. In accordance with California Rules of Court, this document shall constitute a final
9 judgment and this Court shall retain exclusive and continuing jurisdiction over the Action and the
10 parties to construe, interpret, implement and enforce the terms of the Settlement Agreement, to
11 supervise and adjudicate settlement administration, and to adjudicate all other post-final judgment
12 matters as appropriate.

13
14 **IT IS SO ORDERED.**

15
16 DATED: 09/30/2024



The Honorable Valerie Chrissakis
Judge of the Superior Court