

1 DAVID G. SPIVAK (SBN 179684)
2 david@spivaklaw.com
3 CHRISTINA J. PREJEAN (SBN 314772)
4 christina@spivaklaw.com
5 THE SPIVAK LAW FIRM
6 8605 Santa Monica Blvd. PMB 42554
7 West Hollywood, CA 90069
8 Telephone (213) 725-9094
9 Facsimile (213) 634-2485

10 Attorneys for Plaintiffs,
11 MARIA VELEZ and CLAUDIA TORREZ,
12 and all others similarly situated
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**
16 **(UNLIMITED JURISDICTION)**
17

18 MARIA VELEZ and CLAUDIA TORREZ, on
19 behalf of themselves, and all others similarly
20 situated, and as “aggrieved employees” on
21 behalf of other “aggrieved employees” under
22 the Labor Code Private Attorneys General Act
23 of 2004,

24 *Plaintiff(s),*

25 vs.

26 RENAISSANCE FOOD GROUP, LLC, a
27 Delaware limited liability company; GH
28 FOODS CA LLC, a California limited liability
company; ~~KENNETH J. CATCHOT, an~~
~~individual;~~ CALAVO GROWERS, INC., a
California corporation; ~~G&M HIRE~~
~~ENTERPRISES, LLC doing business as~~
~~ATWORK PERSONNEL SERVICES;~~ and
DOES 1 through 50, inclusive,

Defendant(s).

Case No.: 34-2019-00250841

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Action filed: February 19, 2019
Hearing Date: August 5, 2022
Hearing Time: 9:00 a.m.
Hearing Dept.: 25, The Honorable Jill H.
Talley



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
15303 Ventura Bl
Ste 900
Sherman Oaks, CA 91403

1 Having considered the Parties' PAGA Action Settlement Agreement ("Agreement" or
2 "PAGA Settlement"), IT IS HEREBY ORDERED THAT:

3 1. To the extent required by Labor Code § 2699(l), the Settlement and its terms
4 represent a reasonable and adequate settlement of highly disputed claims to Plaintiffs, the "PAGA
5 Employees" (as the term is defined in the PAGA Settlement), the State of California, Plaintiffs'
6 counsel, and Defendants, and is approved.

7 2. Defendants shall pay the "Gross Settlement Amount" (as the term defined in the
8 Settlement) in the amount of \$275,000.00. The Gross Settlement Amount includes: (a) Attorney
9 fees in the amount of \$91,666.67 and litigation costs in the amount of \$12,000.00; (b) "PAGA
10 Penalty Fund" (as the term defined in the PAGA Settlement) payable to the PAGA Settlement
11 Employees and the Labor and Workforce Development Agency ("LWDA"); and (c)
12 Administration Costs of \$6,000.00 to administer the settlement, in accordance with the procedure
13 as mentioned in the Settlement. Defendants shall also pay the Settlement Sum, in the amount of
14 \$10,000.00 to be designated to Plaintiff Velez, without deductions, and \$10,000.00) designated
15 to Plaintiff Torrez, also without deductions, as enhancement awards.

16 3. The allocation of the Settlement payment among the Plaintiffs, the PAGA
17 Settlement Employees, the State of California, the Settlement Administrator and Plaintiffs'
18 counsel is fair, just, reasonable, adequate, and equitable to all concerned, and is approved to the
19 extent required under Labor Code § 2699(l).

20 4. The settlement is approved on the terms stated in the Settlement.

21 5. Judgment in this matter is entered in accordance with, and incorporates by
22 reference, the terms and conditions of the Settlement. Instead of filing a request for dismissal to
23 terminate this action, this judgment will terminate the action.

24 6. The Settlement is not an admission by Defendants, or any of the "Released Parties"
25 (as the term is defined in the Settlement), nor is this judgment a finding of the validity of any
26 allegations or of any wrongdoing by Defendants or the Released Parties. Neither this judgment,
the Settlement, nor any document referred to therein, nor any action taken to carry out the
Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing,



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Employee Rights Attorneys

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omission, concession, or liability whatsoever by or against Defendants or the Released Parties.

7. The PAGA Settlement shall be binding on Plaintiffs, all PAGA Employees, and the State of California, who are hereby barred from re-litigating any of the claims released by the Settlement.

8. Pursuant to Code of Civil Procedure section 664.6 the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties for purposes of enforcing the terms of the PAGA Settlement.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED: _____

THE HONORABLE JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT



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