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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

FERNANDO FLORES, as an individual
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

SAN JOSE, LLC; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 20CV371772

(Assigned to the Honorable Theodore C. Zayner,
Department 19)

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: November 5, 2025

Time: 1:30 P.M.

Dept.: 19

Action Filed: October 19, 2020

Trial Date: None Set

1 Plaintiff Fernando Flores’ (“Plaintiff”) Motion for Final Approval of Class Action
2 Settlement was filed with the Court on October 13, 2025, and a hearing was held before this Court
3 on November 5, 2025. Plaintiff and Defendant San Jose, LLC (“Defendant”) appeared through their
4 respective counsel of record.

5 The Court has read, heard, and considered all the pleadings and documents submitted, and
6 the presentations made in connection with the Motion. Due and adequate notice having been given
7 to the Class, and the Court having reviewed and considered Class and PAGA Representative Action
8 Settlement Agreement (“Agreement” or “Settlement Agreement”), Plaintiff’s Notice of Motion and
9 Motion for Final Approval of Class Action Settlement, the supporting declarations and exhibits
10 thereto, all papers filed and proceedings had herein, and the absence of any written objections
11 received regarding the proposed settlement, and having reviewed the record in this action, and good
12 cause appearing therefor, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement Agreement filed in this case.

15 2. The Court has jurisdiction over the subject matter of the litigation, Plaintiff,
16 Participating Class Members, PAGA Members and Defendant.

17 3. “Class Member” means all current or former California non-exempt employees, who
18 were paid overtime wages and/or shift differentials by Defendant at any time during the Class
19 Period (April 22, 2019 to April 6, 2023).

20 4. “Participating Class Member” means a Class Member who does not submit a valid
21 and timely Request for Exclusion from the Settlement. One Class Member has requested exclusion
22 from the Settlement. The Request for Exclusion was submitted Sarah Izant.

23 5. “PAGA Member” means all current or former California non-exempt employees,
24 who were paid overtime wages and/or shift differentials by Defendant, at any time during the
25 PAGA Period (April 22, 2019 to April 6, 2023).

26 6. The “Released Parties” means Defendant and each of its past, present and future
27 agents, employees, servants, officers, directors, managing agents, members, owners (whether direct
28 or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents,

1 subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions,
2 assigns, predecessors, successors, insurers, reinsurers, consultants, joint venturers, joint employers,
3 potential and alleged joint employers, temporary staffing agencies and employees thereof, common
4 law employers, potential and alleged common law employers, dual employers, potential and alleged
5 dual employers, co-employers, potential and alleged co-employers, contractors, affiliates, service
6 providers, alter-egos, potential and alleged alter-egos, vendors, affiliated companies/organizations,
7 any person and/or entity with potential or alleged to have joint liability, and all of their respective
8 past, present and future employees, directors, officers, members, owners, agents, representatives,
9 payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers,
10 clients and assigns and any and all persons and/or entities acting under, by, through or in concert
11 with any of them.

12 7. Plaintiff and Participating Class Members, shall have, by operation of this Final
13 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Released
14 Parties from all Released Class Claims, as defined in the Settlement.

15 8. Plaintiff and PAGA Members, shall have, by operation of this Final Order and
16 Judgment, fully, finally, and forever released, relinquished, and discharged Released Parties from
17 all Released PAGA Claims, as defined in the Settlement.

18 9. The Notice provided to the Class conforms with the requirements of California Rules
19 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by
20 providing individual notice to all Class Members who could be identified through reasonable effort,
21 and by providing due and adequate notice of the proceedings and of the matters set forth therein to
22 the Class Members. The Notice fully satisfies the requirements of due process.

23 10. No Class Members have objected to the terms of the Settlement

24 11. The Court finds the Gross Settlement Amount and the methodology used to calculate
25 and pay each payment are fair and reasonable. The Court authorizes the Administrator to pay the
26 Participating Class Members and PAGA Members in accordance with the terms of the Settlement.

27 12. Defendant shall pay the total Gross Settlement Amount of Two Hundred Thousand
28 Dollars (\$200,000.00) to resolve the Action. Within ten (10) business days of the Effective Date,

1 Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the
2 Administrator.

3 13. From the Gross Settlement Amount, Seven Thousand Five Hundred Dollars
4 (\$7,500.00) shall be paid to the California Labor and Workforce Development Agency,
5 representing 75% of the PAGA Penalties awarded under the terms of the Settlement Agreement
6 pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code section
7 2698, et seq.

8 14. From the Gross Settlement Amount, Two Thousand Five Hundred Dollars
9 (\$2,500.00) shall be paid to PAGA Members, representing 25% of the PAGA Penalties awarded
10 under the terms of the Settlement Agreement pursuant to the Labor Code Private Attorneys General
11 Act of 2004, California Labor Code section 2698, et seq.

12 15. From the Gross Settlement Amount, Plaintiff shall be paid Seven Thousand Five
13 Hundred Dollars (\$7,500.00) for his service as a class representative and for his agreement to a
14 general release of claims.

15 16. From the Gross Settlement Amount, Twenty-Four Thousand Five Hundred Dollars
16 (\$24,500.00) shall be paid to the administrator Phoenix Administrators (the “Administrator”) for its
17 fees and costs relating to the settlement administration process.

18 17. The Court hereby confirms Larry W. Lee and Kristen M. Agnew of Diversity Law
19 Group, P.C., as Class Counsel.

20 18. From the Gross Settlement Amount, Class Counsel is awarded Sixty-Six Thousand
21 Dollars and Sixty-Six Cents (\$66,666.66), for their reasonable attorneys’ fees and Thirty-Seven
22 Thousand Seven Hundred Fifty-Four Dollars and Eighteen Cents (\$37,754.18) for their reasonable
23 costs incurred in the Action. The fees and costs shall be distributed to Class Counsel as set forth in
24 the Settlement. The Court finds that the fees are reasonable.

25 19. Without affecting the finality of this Order in any way, this Court retains continuing
26 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
27 to all Parties to this action, and their counsel of record.

28 20. Plaintiff’s Motion for Final Approval of Class Action Settlement is hereby granted

1 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

2 21. The Parties shall bear their own respective attorneys' fees and costs, except as
3 otherwise provided for in the Settlement and approved by the Court.

4 22. A Final Accounting Hearing is set for _____, 2026 at _____ p.m.
5 The Settlement Administrator is to file a declaration no later than _____ days in advance to
6 confirm that the distribution of funds is complete, including any distribution to the *cy pres* recipient,
7 Legal Aid At Work.

8 **IT IS SO ORDERED AND ADJUDGED.**

9
10 DATED: _____

11 HON. THEODORE C. ZAYNER
12 SUPERIOR COURT OF CALIFORNIA
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