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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SAGAM VALLE, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

EBS FOODS, LLC, a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21VECV00059

Honorable Shirley K. Watkins
Department T

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION
COSTS**

Reservation ID: 144469328193
Date: January 14, 2025
Time: 8:30 a.m.
Department: T

Complaint Filed: January 15, 2021
FAC Filed: February 16, 2021
Trial Date: None Set

1 This matter has come before the Honorable Shirley K. Watkins in Department T of the Superior
2 Court of the State of California, for the County of Los Angeles, on January 14, 2025 at 8:30 a.m., on
3 Plaintiff Sagam Valle's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor
4 Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release
5 Fee, and Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC
6 appeared for Plaintiff. Fisher & Phillips LLP and Musick, Peeler, & Garrett LLP appeared for Defendant
7 EBS FOODS, LLC ("Defendant").

8 On or around November 14, 2024, Plaintiff and Defendant (together, the "Parties") executed the
9 Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement,"
10 or "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel Tara Zabehi and Plaintiff Sagam Valle, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties' papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
20 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and
21 the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-
22 captioned action was filed prior to June 19, 2024

23 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
24 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to,
25 providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with
26 notice of the specific provisions of the California Labor Code alleged to have been violated, including, and
27 not limited to, the facts and theories to support the alleged violations, in conformity with California Labor
28 Code § 2699.3(a).

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (the “Action”).

4 6. The Aggrieved Employees covered under the Settlement consist of the following
5 individuals:

6 All current and former hourly-paid or non-exempt employees who worked for Defendant in the
7 State of California during the PAGA Period. (“Aggrieved Employee(s)”).

8 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
9 negotiations.

10 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
11 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
12 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
13 Amount shall be the Total Settlement Amount (\$600,000.00) less the approved Attorneys’ Fees and Costs
14 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement
15 Administration Costs to Phoenix Class Action Administration Solutions (the “PAGA Settlement
16 Administrator”). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the
17 LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be
18 distributed to the Aggrieved Employees (“Employees’ Portion”) in accordance with this Order and
19 Judgment and the Settlement Agreement.

20 9. The Court has considered the Settlement, and the monetary allocations provided thereby,
21 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
22 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
23 with, this Order and Judgment and the Settlement Agreement.

24 10. The Court approves the payment of \$240,000.00 to Lawyer’s *for* Justice, PC for attorneys’
25 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
26 with this Order and Judgment and the Settlement Agreement.

27 11. The Court approves the payment of \$10,667.00 to Lawyer’s *for* Justice, PC for
28 reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from the
Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the

Settlement Agreement.

12. The Court approves payment in the amount of \$10,000.00 to Plaintiff Sagam Valle for his General Release Fee. These amounts shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves payment up to the amount of \$11,000.00 to Phoenix Class Action Administration Solutions for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

14. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes payments to Aggrieved Employees for their share of the Employees’ Portion (“Individual Settlement Share(s)”).

16. The Total Settlement Amount shall be paid over six (6) quarterly payments beginning ten (10) calendar days after approval and the PAGA Settlement Administrator receives the Aggrieved Employees List and after The First Installment Payment Amount of no less than one hundred thousand dollars (\$100,000.00), followed by five (5) subsequent installment payments of \$100,000.00 on or before the last day of the next five quarters after the First Installment Payment (i.e. March 31, June 30, September 30, December 31.).

17. No later than seven (7) calendar days of the date of this Order and Judgment, Defendant will provide the PAGA Settlement Administrator with the Aggrieved Employee List, in accordance with this Order and Judgment and the Settlement Agreement.

18. The PAGA Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

19. No later than ten (10) calendar days after approval and the PAGA Settlement Administrator

1 receives the Aggrieved Employees List and after The First Installment Payment Amount, the PAGA
2 Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks
3 (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United States mail.
4 For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the
5 initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated
6 address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-
7 mailing of the PAGA Settlement Package. After the PAGA Settlement Administrator completes the
8 mailing of the PAGA Settlement Package to all Aggrieved Employees, if enough funds remain, then the
9 PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff no later than ten (10)
10 days after The First Installment Payment Amount has been received.

11 20. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
12 for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks
13 shall be transmitted to the State Controller’s Office Unclaimed Property Division in the name of the
14 Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

15 21. If the PAGA Settlement Administrator does not have enough funds to transmit the General
16 Release Fee to Plaintiff after The First Installment Payment, then no later than ten (10) calendar days after
17 the PAGA Settlement Administrator receives The Second Installment Payment, the PAGA Settlement
18 Administrator shall transmit the General Release Fee to Plaintiff.

19 22. No later than ten (10) calendar days after the PAGA Settlement Administrator receives The
20 Fourth Installment Payment, the PAGA Settlement Administrator shall transmit the Attorneys’ Fees and
21 Costs to Plaintiff’s Counsel, and the PAGA Settlement Administrator shall transmit the Settlement
22 Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all
23 Aggrieved Employees and the General Release Fee has been transmitted to Plaintiff.

24 23. No later than ten (10) calendar days after the PAGA Settlement Administrator receives The
25 Sixth Installment Payment, the PAGA Settlement Administrator shall transmit the LWDA Payment to the
26 LWDA .

27 24. “Released Parties” means Defendant, including Defendant’s parent corporation, affiliates,
28 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former

employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

25. “Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, et seq. (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 1-2001, 4-2001, 5-2001, and 7-2001.

26. “PAGA Period” means the period from November 12, 2019 to March 18, 2024.

27. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

Date: _____

Honorable Shirley K. Watkins
Judge of the Superior Court of Los Angeles
County

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Valle v. EBS Foods, LLC*, Los Angeles Superior Court Case No. 21VECV00059

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Valle v. EBS Foods, LLC*, Los Angeles Superior Court Case No. 21VECV00059. (“Action”).

The lawsuit was filed on January 15, 2021 by Sagam Valle (“Plaintiff”) against his former employer EBS Foods, LLC (“Defendant”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on November 12, 2020, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 5-2001, and 7-2001, thereby initiating LWDA Case Number LWDA-CM-812482-20 (the “PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period November 12, 2019 to March 18, 2024 (“Aggrieved Employees”). The period November 12, 2019 to March 18, 2024 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, including Defendant’s parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 5-2001, and 7-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **PAGA Settlement Administrator** at **[toll-free phone number]**.