

FILED
Superior Court of California
County of Los Angeles
01/02/2024

David W. Slayton, Executive Officer / Clerk of Court
By: E. Perez Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

JAVIER HERNANDEZ MEJIA, an
individual;

Plaintiff,

v.

R. BERG ENTERPRISES, INC. dba 7-
ELEVEN; a California corporation; 7-
ELEVEN, a business entity of unknown
format; HARRY DOE, an individual;
NAZARIO DOE, an individual; and DOES
1-20, inclusive;

Defendants.

CASE NO.: 21STCV32606

[Unlimited Jurisdiction]

*[Assigned to Judge Honorable Lia Martin,
Dept. 16]*

**~~PROPOSED~~ ORDER GRANTING JOINT
STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Pursuant to Stipulation by the Parties and good cause appearing:

Having considered the Parties submissions, and all legal authorities and documents
submitted in support thereof, including the Private Attorney General Act (Labor Code § 2698,
et seq.) Settlement Agreement (the “Settlement Agreement”), and good cause appearing,

IT IS HEREBY ORDERED THAT THE PARTIES’ REQUEST IS GRANTED,
subject to the following findings and orders:

1 1. All terms used herein shall have the same meaning as defined in the Settlement
2 Agreement attached as **Exhibit 1** to the Stipulation and Agreement for PAGA Representative
3 Action Settlement;

4 2. The Court hereby approves the terms set forth in the Settlement Agreement and
5 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
6 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that
7 the Settlement Agreement has been reached as a result of informed and non-collusive arm's-
8 length negotiations. The Court further finds that the Parties were able to reasonably evaluate
9 their respective positions. The Court also finds that settlement now will avoid additional and
10 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue
11 to litigate the cases;

12 3. The Settlement Agreement is not an admission by Defendants or by any other
13 Released Party, nor is this Order a finding of the validity of any allegations or of any
14 wrongdoing by any Defendants or any other Released Party. Neither this Order, the Settlement
15 Agreement, nor any document referred to herein, nor any action taken to carry out the
16 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
17 wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of
18 the other Released Parties;

19 4. Defendants shall pay the Aggrieved Employees pursuant to the procedure
20 described in the Settlement Agreement;

21 5. The Court hereby confirms Alan Romero; Ruben Guerra; and Tizoc Perez-
22 Casillas of ROMERO LAW/ GUERRA & CASILLAS LLP as PAGA Counsel;

23 6. The Court also approves the Defendant acting as the Settlement Administrator;

24 7. The Court further orders, adjudges and decrees that upon the approval by the
25 Court of this Settlement, Plaintiff and each Aggrieved Employee, shall, for the Release Period
26 from July 2, 2020, through the date this Order is signed, fully release and forever discharge
27 Defendants and Defendants' parents, subsidiaries, officers, directors, affiliates, their insurers,
28 attorneys, shareholders, executives, managers, and all agents thereof from the Released Claims.

1 8. “Released Claims” mean any and all claims, rights, demands, liabilities and causes
2 of action arising out of the facts and claims asserted in this Action for civil penalties under the
3 Private Attorney General Act of 2004 Cal. Lab. Code § 2698 based upon the facts alleged, for
4 violations of the California Labor Code governing: meal and rest breaks; wage statement
5 violations and/or failure to maintain accurate records; failure to timely pay wages during
6 employment; separation pay violations; including Labor Code §§ 201, 202, 203, 226, 226.7, 512,
7 2699, and the IWC Wage Order. In event Defendants fail to adhere to this Agreement, this
8 Release and Waiver of Claims shall NOT become effective.

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10 Date: 01/02/2024



By: **Lia Martin**
Honorable Judge Lia Martin

Lia Martin/ Judge

13 Plaintiff is to give notice of the entry of this order.

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