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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

RICARDO TREJO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TOTAL DISTRIBUTION SERVICE, INC.,
a California limited liability company; and
DOES 1 through 100,

Defendants.

Case No. 56-2021-00553039-CU-OE-VTA

*[Assigned for all purposes to the Hon. Jeffrey
Bennett, Dept. 21]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES AND
COSTS, AND ENHANCEMENT AWARD**

Date: May 10, 2022
Time: 8:30 a.m.
Dept.: 21
Reservation: 2625631

Action Filed: April 9, 2021
Trial Date: None Set

1 **[PROPOSED] JUDGMENT AND ORDER**

2 The Motion of Plaintiff Ricardo Trejo ("Plaintiff") for Settlement Approval of Claims
3 Brought Under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs, and
4 Enhancement Award came on regularly for hearing before this Court on May 10, 2022, at 8:30
5 a.m. Having considered the Settlement Agreement, attached as Exhibit 1 to the Declaration of
6 Fletcher W. Schmidt in Support of Plaintiff's Motion, entered into between Plaintiff and
7 Defendant Total Distribution Service, Inc. ("Defendant"), and the documents and evidence
8 presented in support thereof, and recognizing the disputed issues involved in this case, the risks
9 of further prosecution, the benefits to be received by the State of California and the Aggrieved
10 Employees pursuant to the Settlement Agreement, the Court hereby makes a final ruling pursuant
11 to Labor Code § 2699(l) that the proposed Settlement Agreement is fair, reasonable, and adequate,
12 and is the product of good faith, arms'-length negotiations between the parties. Good cause
13 appearing therefore, the Court hereby GRANTS Plaintiff's Motion and HEREBY ORDERS as
14 follows:

15 1. The "Aggrieved Employees" shall be defined as: "all current and former non-
16 exempt employees who performed work for Defendant Total Distribution Service, Inc. in
17 California at any time between February 2, 2020 and March 20, 2022."

18 2. The "PAGA Period" means February 2, 2020 to March 20, 2022.

19 3. The Court hereby approves the Settlement as set forth in the Settlement Agreement
20 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
21 according to its terms.

22 4. The Court orders that Defendant shall pay the Maximum Settlement Amount of
23 \$130,000.00 to the Settlement Administrator in accordance with the funding timeline set out in
24 the Settlement Agreement

25 5. The Court hereby approves, as to form and content, the Notice of PAGA
26 Settlement and Release of Claims, attached as Exhibit A to the Settlement Agreement, which shall
27 be mailed via First-Class U.S. Mail to the Aggrieved Employees in English and Spanish, along
28 with the Individual Settlement Payments.

1 6. The Court hereby appoints Simpluris as the Settlement Administrator.

2 7. Within ten (10) business days of the date this Order is signed, Defendant shall
3 provide the Settlement Administrator with a list of the aggrieved employees' full name, last
4 known address, social security number, dates of employment, and the numbers of pay periods he
5 or she worked.

6 8. The Settlement Administrator is directed to mail the Individual Settlement
7 Payments, as defined in the Settlement Agreement, and the Notice of PAGA Settlement and
8 Release of Claims to the Aggrieved Employees within the time limits specified in the Settlement
9 Agreement.

10 9. The Court finds that attorneys' fees in the total amount of \$43,333.33 and
11 reimbursement of litigation costs of \$31,588.34 are fair, reasonable, and adequate, and orders that
12 the Settlement Administrator distribute these payments to Haines Law Group, APC as provided
13 for in the Settlement Agreement.

14 10. The Court awards \$5,000.00 for Plaintiff's Enhancement Award.

15 11. The Court orders that the Settlement Administrator shall be paid \$3,000.00 for all
16 of its work done and to be done until the completion of this matter and finds that sum appropriate.

17 12. The Court finds that the payment to the State of California Labor and Workforce
18 Development Agency ("LWDA") in the amount of \$35,308.75 (representing 75% of the PAGA
19 civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate,
20 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of
21 the Settlement Agreement.

22 13. The court approves the limited scope of the PAGA Released Claims contained in
23 the Settlement Agreement. Following entry of this Final Judgment and Order, all Aggrieved
24 Employees will release Defendant, its parents, subsidiaries, affiliates, insurers, related entities and
25 divisions, and its and their respective: (i) predecessors, successors, and assigns, and (ii) current
26 and former agents, heirs, executors, administrators, principals, officers, directors, shareholders,
27 employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by
28 any of them (collectively, the "Released Parties") from all claims, demands, liabilities, damages,

1 attorney's fees, costs, and penalties against the Released Parties, that could have been recovered
2 under the PAGA based on the facts asserted in the matter titled *Ricardo Trejo v. Total Distribution*
3 *Service, Inc.*, Ventura County Superior Court, Case No. 56-2021-00553039-CU-OE-VTA (the
4 "Action") or any other claims under PAGA that could have been asserted in the Action based on
5 the facts alleged, including but not limited to claims under PAGA arising from alleged unpaid
6 wages, minimum wages, regular wages, overtime and double time wages; meal period violations;
7 untimely payment of wages; wage statement violations; separation pay violations; and failure to
8 maintain accurate records during the PAGA Period (the "PAGA Released Claims").

9 14. Upon entry of this Final Judgment and Order, Plaintiff and the Aggrieved
10 Employees shall release any and all PAGA Released Claims against Defendant, and will be
11 forever barred from pursuing any and all of the PAGA Released Claims that arose during the
12 PAGA Period against the Released Parties. Without affecting the finality of this Final Judgment
13 and Order in any way, the Court retains jurisdiction under California Code of Civil Procedure
14 § 664.6 to enforce the terms of the Settlement Agreement.

15 15. The Parties are ordered to file a final distribution report including the total amount
16 that was paid to Aggrieved Employees and the number and amount of any uncashed checks no
17 later than January 9, 2023. The Court sets a final distribution hearing for _____, 2023
18 at _____ a.m. / p.m.

19 **IT IS SO ORDERED.**

20
21 Dated: _____, 2022

Honorable Jeffrey Bennett
Judge of the Superior Court