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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 28 2022

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BRADLEY/GROMBACHER, LLP

Marcus J. Bradley, Esq. (SBN 174156)
Kiley L. Grombacher, Esq. (SBN 245960)
Lirit A. King, Esq. (SBN 252521)
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Telephone: (805) 270-7100
Facsimile: (805) 270-7589
mbradley@bradleygrombacher.com
kgrombacher@bradleygrombacher.com
lking@bradleygrombacher.com

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian II, Esq. (SBN 146621)
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892
Email: sahagii@aol.com

Attorneys for Plaintiffs, AURORA HERNANDEZ ORNELAS and PATRICIA MORALES
VILLEGAS, individually and on behalf of other individuals similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

AURORA HERNANDEZ ORNELAS and
PATRICIA MORALES VILLEGAS, individually
and on behalf of other individuals similarly
situated,

Plaintiffs,

v.

LATITUDE 36 FOODS, LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO. CVRI2101366

Assigned to Hon. Harold W. Hopp, Dept. 10

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Complaint Filed: March 12, 2021

FAC Filed: July 15, 2021

SAC Filed: October 5, 2021

1 Before this Court is the Motion for Approval of PAGA Settlement (the "Motion") filed by
2 Plaintiffs in the above captioned case seeking approval of the Joint Stipulation for PAGA
3 Representative Action Settlement and Release of Claims ("Settlement Agreement"). The Court has
4 considered the Motion, including the declarations filed in support thereof, the relevant legal authority,
5 and the record in this case. Having jurisdiction and venue to consider the Motion and the relief
6 requested therein, the Court after due deliberation now makes the following FINDINGS AND
7 ORDERS:

8 **IT IS HEREBY ORDERED:**

9 1. The Court grants and orders approval of the terms set forth in the Settlement in the
10 gross amount of \$540,000.00. Pursuant to Labor Code section 2699(1)(2), the Court has reviewed the
11 settlement and finds that the terms of the Settlement are fair, adequate, and reasonable, and to have
12 been the product of serious, informed, and extensive arm's-length negotiations among the Parties. In
13 making this finding, the Court considers the nature of the claims, the relative strength of Plaintiffs'
14 claims, benefits of the settlement, the allocation of settlement proceeds, and the fact that a settlement
15 represents a compromise of the Parties' respective positions rather than the result of a finding of
16 liability at trial. The Court also finds that the LWDA has not objected to the terms of the Settlement.

17 2. The Parties are ordered to comply with and implement the Settlement Agreement
18 according to its terms, including those provisions not expressly stated in this Order.
19 By this approval order and judgment, Plaintiffs and the State of California shall be deemed to have,
20 and by operation of the judgment shall have, fully, finally, and forever released, relinquished and
21 discharged all Released PAGA Claims. This Order coupled with the Release and Judgment has full
22 res judicata effect, is final and precludes and bars any future suits involving the Released PAGA
23 Claims during the Representative Period. *Arias v. Superior Court*, 46
24 Cal.4th 969, 986 (2009) ("Because an aggrieved employee's action under the Labor Code Private
25 Attorneys General Act of 2004 functions as a substitute for an action brought by the government itself,
26 a judgment in that action binds all those, including nonparty aggrieved employees, who would be
27 bound by a judgment in an action brought by the government").

28 3.

