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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

ANTONIO MONTES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TRINITY PACKING COMPANY, INC., a
California corporation; and DOES 1 through
100,

Defendants.

Case No. VCU286784

[Assigned for all purposes to the Hon.
Nathan D. Ide, Dept. 2]

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

Date: November 7, 2022
Time: 8:30 a.m.
Dept: 2

Action Filed: April 29, 2021
Trial Date: April 17, 2023

1 The Unopposed Motion of Plaintiff Antonio Montes (“Plaintiff”) for Settlement Approval
2 of Claims Brought Under The Private Attorneys General Act, and Reasonable Attorneys’ Fees
3 and Costs came on regularly for hearing before this Court on November 7, 2022, at 8:30 a.m. The
4 Court, having considered the Settlement Agreement entered into between Plaintiff and Defendant
5 Trinity Packing, Inc. (the “Settlement Agreement”) and the documents and evidence presented in
6 support thereof, and recognizing the disputed issues involved in this case, the risks of prosecution,
7 and benefits to be received by the State of California and the Aggrieved Employees pursuant to
8 the Settlement Agreement, the Court hereby makes a final ruling pursuant to Labor Code § 2699
9 that the proposed Settlement Agreement is fair, reasonable, and adequate, and is the product of
10 good faith arm’s length negotiations between the Parties. Good Cause appearing therefore, the
11 Court hereby GRANTS Plaintiff’s Motion for Settlement Approval of Claims Brought Under The
12 Private Attorneys General Act And For Reasonable Attorneys’ Fees And Costs, and HEREBY
13 ORDERS THE FOLLOWING:

14 1. The “Aggrieved Employees” shall be defined as:

15 All Trinity Packing Company, Inc.’s non-exempt employees who
16 worked for Trinity Packing Company, Inc. in California at any time
 from April 29, 2020 to February 22, 2022.

17 2. The “PAGA Period” means the time period from April 29, 2020 through February
18 22, 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 Trinity Packing Company, Inc. shall pay the
23 Maximum Settlement Amount of \$215,000.00 within thirty (30) calendar days of the date this
24 Order is entered, as provided for in 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 no later than thirty (30) calendar days of the date this

Order is entered, as provided for in the Settlement Agreement.

6. Within fourteen (14) business days following the initial mailing of the Individual Settlement Payments, Defendant will provide an accounting under oath to the Parties of the amounts paid from the Settlement.

7. The Court finds that attorneys' fees in the amount of \$72,000.00 for Plaintiff's Counsel, and reimbursement-of-litigation costs of \$6,488.09 to Plaintiff's Counsel are fair, reasonable, and adequate, and orders that Defendant distribute these payments to Plaintiff's Counsel within thirty (30) calendar days of the date this Order is entered, as provided for in the Settlement Agreement.

8. The Court finds that a PAGA representative enhancement payment of \$5,000 to Plaintiff is fair and reasonable in recognition of the contributions he has made and the risks he undertook on behalf of the Aggrieved Employees and the State of California, as well as his general release of claims against Defendant, including the underlying wage and hour claims, and orders that the Settlement Administrator distribute this payment to Plaintiff within thirty (30) calendar days of the date this Order is entered, as provided for in the Settlement Agreement.

9. The Court finds that the payment to the State of California Labor and Workforce Development Agency ("LWDA") in the amount of \$98,633.93 (representing 75% of the PAGA civil penalties under Labor Code § 2699(i)) is fair, adequate, and reasonable, and orders that payment be made to the LWDA as provided for in the Settlement Agreement.

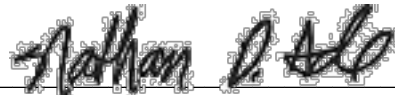
10. The Court approves the limited scope of the PAGA Release, contained in the Settlement Agreement. Following entry of this Order and Final Judgement, Plaintiff and the Aggrieved Employees will release any and all PAGA Released Claims against Defendant, and each of its past and present agents, employer representatives, officers, directors, shareholders, attorneys, accountants, insurers, receivers, advisors, consultants, divisions, assigns, successors, heirs, predecessors in interest, (collectively, the "Released Parties") based on the facts pled in the operative complaint and LWDA Notices that arose during the PAGA Period, including for violations of Labor Code §§ 201-203, 226(a), 226.7, 510, 512, 516, 558, 1174, 1194, 1198, 2802, 2804, and 2698 *et seq.* ("PAGA Released Claims").

1 11. Upon entry of this Final Order and Judgement and full payment of the Maximum
2 Settlement Amount, Plaintiff and the Aggrieved Employees will be forever barred from pursuing
3 any and all of the PAGA Released Claims that arose during the PAGA Period against the Released
4 Parties.

5 12. Without affecting the finality of this Final Order and Judgement in any way, the
6 Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms
7 of the Settlement Agreement.

8 **IT IS SO ORDERED.**

9
10
11 Dated: November 7, 2022

A handwritten signature in black ink, appearing to read "Nathan D. Ide", is written over a horizontal line.

Honorable Nathan D. Ide.
Judge of the Superior Court