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[Additional counsel and party listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

OSCAR MORALES, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

FAIRWAY STAFFING SERVICES, INC. a
California corporation; NEPTUNE FOODS, a
business entity of unknown form; and DOES 1
through 50 inclusive,

Defendants.

Case No. 21STCV11632

Assigned for All Purposes To:

Hon. Timothy P. Dillon
Dept.: 15

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR APPROVAL
OF PAGA SETTLEMENT; FINAL
JUDGMENT**

Date: October 1, 2025
Time: 10:00 a.m.
Dept.: 15

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8 on behalf of herself and others similarly situated

On October 1, 2025 at 10:00 a.m. in Department 15, Plaintiff Oscar Morales (“Plaintiff Morales”) and Plaintiff Brenda Karina Sandoval’s (“Plaintiff Sandoval”) (together referred to as “Plaintiffs”) unopposed Motion for Approval of the parties’ PAGA Settlement Agreement and Release (“Settlement Agreement”) came before the Court for hearing pursuant to the Private Attorney’s General Act (“PAGA”), California Labor Code § 2698 *et seq.* Plaintiffs appeared via their counsel (“PAGA Counsel”) and counsel also appeared for Defendants Fairway Staffing Services, Inc. (“Defendant Fairway Staffing” or “Fairway Staffing”), and Fisherman’s Pride Processors, Inc., dba Neptune Foods. (“Defendant Fisherman’s Pride” or “Fisherman’s Pride”) (collectively “Defendants,” Plaintiffs and Defendants collectively referred to as the “Parties”). There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiffs’ Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order incorporates the Settlement Agreement entered into between Plaintiffs, on behalf of themselves, the State of California, and all aggrieved employees on the one hand, and Defendants on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. Aggrieved Employees are defined as “all non-exempt employees who were employed directly by Fisherman’s Pride or employed and placed by Fairway Staffing to work at Fisherman’s Pride, in the state of California during the PAGA Period,” which is the period from March 24, 2020, through July 29, 2024.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$220,000.00 (“Gross Settlement Amount”), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory,

1 and has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court
2 therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties
3 to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

4 4. The Court hereby finds that Plaintiffs' notice of the proposed Settlement submitted
5 to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with
6 the notice requirements of California Labor Code § 2699.

7 5. Effective on the date when Defendants fully fund the entire Gross Settlement
8 Amount, Plaintiffs and the Aggrieved Employees shall be bound by the following release set forth
9 in the Settlement Agreement.

10 Release of Claims:

11 "Released Parties" means Defendants and each of its former and present directors, officers,
12 shareholders, owners, members, attorneys, insurers, reinsurers predecessors, successors, parents,
13 assigns, subsidiaries, joint employers, staffing agencies, and affiliates.

14 Plaintiffs' Release: Plaintiffs and their former and present spouses, representatives, agents,
15 attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally,
16 release and discharge Released Parties from all claims, transactions, or occurrences [that occurred
17 during the PAGA Period], including, but not limited to: (a) all claims that were, or reasonably
18 could have been alleged, based on the facts contained in the Operative Complaint and the PAGA
19 Notices ("Plaintiffs' Release"). Plaintiffs' Release does not extend any claims or actions to enforce
20 the Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability
21 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
22 on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts
23 or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be
24 true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,
25 notwithstanding such different or additional facts or Plaintiffs' discovery of them.

26 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.

27 For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the
28 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

1 A general release does not extend to claims that the creditor or
2 releasing party does not know or suspect to exist in his or her favor at
3 the time of executing the release, and that if known by him or her
4 would have materially affected his or her settlement with the debtor
5 or Released Party.

6 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
7 behalf of themselves and their respective former and present representatives, agents, heirs,
8 administrators, successors and assigns, the Released Parties from all claims for PAGA penalties
9 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated
10 in the Operative Complaint and the PAGA Notice, including for violations of Labor Code sections
11 201, 202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1198, 1199,
12 2698, 2699 *et seq.*, and 2802.

13 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former
14 attorneys, employees, agents, successors and assigns the Released Parties from all claims for
15 PAGA Counsel Fees Payment(s) and PAGA Counsel Litigation Expenses Payment(s) incurred in
16 connection with the Operative Complaint and the PAGA Notice, and the PAGA Period facts stated
17 in the Operative Complaint and the PAGA Notice, including for violations of Labor Code 201,
18 202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1198, 1199,
19 2698, 2699 *et seq.*, and 2802.

20 6. Nothing in the Settlement Agreement is intended or should be construed as an
21 admission by Defendants that any of the allegations in the Operative Complaint have merit or that
22 Defendants have any liability for any claims asserted; nor should it be intended or construed as an
23 admission by Plaintiffs that Defendants' defenses in the Action have merit.

24 7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc., David
25 Yeremian & Associates, Inc., and Moon Law Group, PC as PAGA Counsel for settlement
26 purposes.

27 8. Pursuant to the terms of the Settlement, the Court awards PAGA Counsel Fees
28 Payment to PAGA Counsel in the total amount of **\$73,333.33**, to be paid out of the Gross
Settlement Amount, as final payment for and satisfaction of any and all attorney's fees arising out
of the Action.

9. Pursuant to the terms of the Settlement, the Court awards PAGA Counsel Litigation Expenses Payment to PAGA Counsel in the amount of **\$18,559.71**, to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

13. The Court appoints Phoenix Settlement Administrators ("Phoenix") to serve as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **\$6,500.00** as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

14. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately **\$121,606.96** shall be allocated as follows: 75% (**\$91,205.22**) will be paid to the LWDA and the remaining 25% (**\$30,401.74**) will be paid to the Aggrieved Employees pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

15. Defendants will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

16. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

17. The Court hereby enters judgment of the entire Action, with prejudice, for the reasons set forth above and upon the terms set forth in the Settlement Agreement.

18. This Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

IT IS SO ORDERED.

DATED: 10/01/2025 2025



A handwritten signature in black ink, appearing to read "Timothy P. Dillon", is written over a horizontal line.

Hon. Timothy P. Dillon
Judge of the Superior Court
Timothy Patrick Dillon / Judge