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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

DANILO CORTEZ FLORES, individually,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

ESPOSTO'S INC., a California corporation;
ESPOSTO'S FINE FOODS, INC., a
California corporation; WILLIAM
ESPOSTO, individually; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21-CIV-05152

Honorable Don R. Franchi
Department 15

**[REVISED PROPOSED] ORDER AND
JUDGMENT GRANTING APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION
COSTS**

Hearing Date: December 8, 2025
Hearing Time: 3:00 p.m.
Department: 15

Complaint Filed: September 21, 2021
Trial Date: None Set

**[REVISED PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT
AND AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

This matter has come before the Honorable Don R. Franchi in Department 15 of the Superior Court of the State of California, for the County of San Mateo, Northern Court, 1050 Mission Road, Suth San Francisco, California 94080 on December 8, 2025, at 3:00 p.m. on Plaintiff Danilo Cortez Flores's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers for Justice, PC appeared for Plaintiff and Vision Law Corporation appeared for Defendants Esposto's, Inc., Esposto's Fine Foods, Inc., and William Esposto (collectively, the "Defendants").

On or around August 24, 2023, Plaintiff and Defendants (together, the "Parties") executed the original Private Attorneys General Act Settlement Agreement and Release, and on August 26, 2024 the Parties executed the Amendment No. 1 to Private Attorneys General Act Settlement Agreement and Release. Following the initial hearing on September 22, 2025, on November 12, 2025, the Parties executed the Amended Private Attorneys General Act Settlement Agreement and Release (the "Settlement," "Settlement Agreement," or "Agreement"), which is the operative agreement brought for the Court's review and approval.

The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the Declarations of Plaintiff's Counsel, Plaintiff Danilo Cortez Flores, and the Settlement Administrator, as well as (3) the Settlement Agreement.

Having duly considered the Parties' papers and oral argument, and good cause appearing,

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. The Motion for Approval of Settlement is granted.
2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
3. The Court finds that Plaintiff has satisfied the prerequisites under the California

Private Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and Defendants with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations in conformity with California Labor Code § 2699.3(a).

4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action (“the Action”).

5. The Aggrieved Employees covered under the Settlement consist of the following individuals:

All current and former hourly-paid or non-exempt individuals employed by and worked for Defendants Esposto’s Inc. and Esposto’s Fine Foods, Inc. in the State of California during the PAGA Period (“Aggrieved Employee(s)”).

6. The Court finds that the Parties reached the Settlement as a result of arm’s-length negotiations.

7. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Total Settlement Amount. The Net Settlement Amount shall be the Total Settlement Amount (\$294,500.00) less the approved Attorneys’ Fees and Costs to Lawyers for Justice, PC (“Plaintiff’s Counsel”), the General Release Fee to Plaintiff, and Settlement Administration Costs to Phoenix Settlement Administrators (the “PAGA Settlement Administrator”). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

8. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the

PAGA Settlement Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Settlement Agreement.

9. The Court approves the payment of \$117,800.00 to Lawyers *for Justice*, PC for attorneys' fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

10. The Court approves the payment of \$18,824.31 to Lawyers *for Justice*, PC for reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

11. The Court approves payments in the amount of \$2,000.00 to Plaintiff for his General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment to Phoenix Settlement Administrators for its actual Settlement Administration Costs, up to the amount of \$6,000.00. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as "EXHIBIT A," and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes payments to Aggrieved Employees for their share of the Employee's Portion ("Individual Settlement Share(s)").

15. No later than thirty (30) calendar days after the date of this Order and Judgment, Defendants will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with this Order and Judgment and the Settlement Agreement.

1 16. No later than thirty (30) calendar days of the date of this Order and Judgement,
2 Defendants shall deposit the Total Settlement Amount into a qualified settlement account
3 established by the PAGA Settlement Administrator for administration of the Settlement, in
4 accordance with this Order and Judgment and the Settlement Agreement.

5 17. No later than fourteen (14) calendar days after receipt of the Aggrieved
6 Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail
7 the agreed-upon Cover Letter and Individual Settlement Share checks (together, the “PAGA
8 Settlement Package”) to all Aggrieved Employees by first-class United States Mail, transmit the
9 LWDA Payment to the LWDA, General Release Fee to Plaintiff, Attorneys’ Fees and Costs to
10 Plaintiff’s Counsel, and payment to itself for the Settlement Administration Costs, as provided
11 for by this Order and Judgment and the Settlement Agreement.

12 18. The Individual Settlement Share checks issued to Aggrieved Employees shall
13 remain valid and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled.
14 Funds associated with such cancelled checks shall be transmitted by the PAGA Settlement
15 Administrator to the State Controller’s Office Unclaimed Property division in the name(s) of the
16 Aggrieved Employee(s) who did not negotiate their checks.

17 19. Aggrieved Employees shall not have the right to opt out of or object to the
18 Settlement. Upon the date of this signed Order and full funding of the Total Settlement
19 Amount, Plaintiff and the State of California with respect to Aggrieved Employees, will be
20 deemed to have knowingly and voluntarily released and forever discharged the Released Parties,
21 to the fullest extent of the law, of and from the Action and from the Released Claims.

22 20. “Released Parties” means Defendants, including Defendants’ parent corporation,
23 affiliates, subsidiaries, divisions, predecessors, insurers, successors, and assigns, and their current
24 and former employees, attorneys, officers, directors and agents thereof, both individually, and in
25 their business capacities, and their employee benefit plans and programs and the trustees,
26 administrators, fiduciaries, and insurers of such plans and programs.

21. “Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide complaint meal periods and associated premiums, failure to provide complaint rest period and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide complaint and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001 and 2-2001.

22. “PAGA Period” means the period July 16, 2020, through the date of this Order and Judgment.

23. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

24. A Final Accounting and Compliance Hearing is scheduled for _____, 2025 at _____ a.m./p.m. in Department 15 of the above-captioned Court and the final report regarding the disbursement of the Individual Settlement Shares and uncashed funds shall be filed seven (7) court days in advance of the hearing.

Date: _____

Honorable Don R. Franchi
Judge of the San Mateo Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Danilo Cortez Flores v. Esposto's Inc.; Esposto's Fine Foods, Inc.; William Esposto*,
San Mateo County Superior Court Case No. 21-CIV-05152

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Danilo Cortez Flores v. Esposto's Inc.; Esposto's Fine Foods, Inc.; William Esposto*, San Mateo County Superior Court Case No. 21-CIV-05152 ("Action").

The lawsuit was filed on September 21, 2021 by Danilo Cortez Flores ("Plaintiff") against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay regular, minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on July 16, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, and 5-2001, thereby initiating LWDA Case Number LWDA-CM-838324-21 (the "PAGA Notice").

Defendants deny all of Plaintiff's allegations and deny any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendants Esposto's, Inc., Esposto's Fine Foods, Inc., and William Esposto ("Defendants").

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt individuals employed by and worked for Defendants Esposto's Inc. and Esposto's Fine Foods, Inc. in the State of California during the PAGA Period ("Aggrieved Employees"). The period July 16, 2020 through the date that the approval order is signed by the Court is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>> and full funding of the Total Settlement Amount, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notices, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, and 5-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller's Unclaimed Property Division.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].