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

BLAINE NICKSON, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

SHEMRAN, INC., a California corporation;
BARONS MARKET, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CVSW2107735

Honorable Harold Hopp
Department 1

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF PAGA
COUNSEL FEES PAYMENT, PLAINTIFF'S
GENERAL RELEASE FEE, AND
ADMINISTRATOR EXPENSES PAYMENT**

Reservation ID: 190126748466
Date: May 8, 2025
Time: 8:30 a.m.
Department: 1

Complaint Filed: September 10, 2021
Trial Date: None Set

**[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF PAGA COUNSEL FEES
PAYMENT, PLAINTIFF'S GENERAL RELEASE FEE, AND ADMINISTRATOR EXPENSES PAYMENT**

1 This matter has come before the Honorable Harold Hopp in Department 1 of the Superior Court of
2 the State of California, for the County of Riverside, on May 8, 2025 at 8:30 a.m., on Plaintiff Blaine
3 Nickson's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698,
4 *Et Seq.*) Settlement Agreement and Award of PAGA Counsel Fees Payment, General Release Fee, and
5 Administrator Expenses Payment ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC
6 appeared for Plaintiff and Higgs Fletcher Mack, appeared for Defendant Shemran, Inc. DBA Barons
7 Market ("Defendant," or "SHEMRAN").

8 On or around December 10, 2025, Plaintiff and Defendant (together, the "Parties") executed the
9 PAGA Settlement Agreement ("Settlement," "Settlement Agreement," or "Agreement").

10 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
11 Declarations of PAGA Counsel Travis J. Maher, Plaintiff Blaine Nickson, the Proposed Settlement
12 Administrator, and (3) the Settlement Agreement.

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

14 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

15 1. The Motion for Approval of Settlement is granted.
16 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
17 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
18 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
19 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and
20 the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-
21 captioned action was filed prior to June 19, 2024.

22 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
23 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to,
24 providing the California Labor and Workforce Development Agency ("LWDA") and SHEMRAN with
25 notice of the specific provisions of the California Labor Code alleged to have been violated, including, and
26 not limited to, the facts and theories to support the alleged violations, in conformity with California Labor
27 Code § 2699.3(a).
28

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

4 6. The Settlement pertains to the following aggrieved employees: All current and former non-
5 exempt or hourly paid employees of Defendant that have worked for Defendant in the State of California
6 at any time during the PAGA Period (the “PAGA Period” is defined as July 7, 2020 to October 14, 2024).

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

9 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
10 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
11 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
12 Amount shall be the Gross Settlement Amount (\$325,000.00) less the approved PAGA Counsel Fees
13 Payment to Lawyers *for* Justice, PC (“PAGA Counsel”), General Release Fee to Plaintiff, and
14 Administrator Expenses Payment to Xpand Legal Consulting LLC (the “Administrator”). Seventy-five
15 percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA PAGA
16 Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the
17 Aggrieved Employees in accordance with this Order and Judgment and the Settlement Agreement.

18 9. The Court has considered the Settlement, and the monetary allocations provided thereby,
19 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Administrator to
20 administer the Settlement and to make the payments as provided for by, and consistent with, this Order
21 and Judgment and the Settlement Agreement.

22 10. The Court approves the payment of \$130,000.00 to PAGA Counsel for attorneys’ fees.
23 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with
24 this Order and Judgment and the Settlement Agreement.

25 11. The Court approves the payment of \$16,797.29 to PAGA Counsel for reimbursement of
26 litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement
27 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
28 Agreement.

12. The Court approves payment in the amount of \$7,500.00 to Plaintiff Blaine Nickson for Plaintiff's General Release Fee. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves payment up to the amount of \$6,000.00 to Xpand Legal Consulting LLC for the Administrator Expenses Payment. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

15. 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 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 PAGA Penalties ("Individual PAGA Payments(s)").

16. No later than fourteen (14) calendar days after the date of this Order and Judgment, SHEMRAN will provide the Administrator with the Aggrieved Employee Data in the form of a Microsoft Excel spreadsheet, in accordance with this Order and Judgment and the Settlement Agreement.

17. No later than fourteen (14) calendar days after SHEMRAN receives notice of the Court's order granting approval, SHEMRAN shall deposit \$325,000.00 into a qualified settlement account established by the Administrator for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement.

18. No later than fourteen (14) calendar days after receipt of the Aggrieved Employee Data, and SHEMRAN fully fund the Gross Settlement Amount, the Administrator shall distribute the LWDA Payment to the LWDA, Individual PAGA Payments checks and Cover Letters to all Aggrieved Employees (together, the "Individual PAGA Payments(s)"), the General Release Fee to Plaintiff, and the Administrator Expenses Payment to itself. Only after the Individual PAGA Payments have been mailed to all Aggrieved Employees, the Administrator shall distribute the PAGA Counsel Fees and Expenses Payment to PAGA Counsel, unless instructed otherwise by PAGA Counsel, as provided for by this Order

and Judgment and the Settlement Agreement.

19. The Individual PAGA Payments checks issued to Aggrieved Employees shall remain valid and negotiable for one hundred eighty (180) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled checks shall be transmitted by the Administrator to the California State Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check is cancelled.

20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the entry of this Order and Judgment and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, of and from the Action and from the Released PAGA Claims.

21. "Released Parties" means Defendant Shemran, Inc. dba Barons Market and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

22. "Released PAGA Claims" means the release by Aggrieved Employees, on behalf of themselves and their former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns, for all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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1 23. No individualized notice of this Order and Judgment is required to be provided to the
2 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
3 system established for the filing of notices and documents, in conformity with California Labor Code §
4 2699(1)(3).

5 A Final Accounting and Compliance hearing is scheduled for _____, 2025
6 at _____ a.m./p.m. in Department 1 of the above-captioned Court, and the final report
7 regarding the disbursement of the Individual Settlement Shares and uncashed funds shall be filed seven (7)
8 court days in advance of the hearing.

9
10 Date: _____

Honorable Harold Hopp
Judge of the Riverside County Superior Court

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Blaine Nickson v. Shemran, Inc., et al.*
Riverside County Superior Court Case No. CVSW2107735

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 *Blaine Nickson v. Shemran, Inc., et al.*, Riverside County Superior Court Case No. CVSW2107735 (the “Action”), which alleged that Shemran, Inc. DBA Barons Market (collectively, “Defendant”) failed to comply with certain provisions of the California Labor Code with respect to specified employees. Defendant denies all of Plaintiff’s allegations and contend that they have, at all times, complied with California law. The Court has made no determination on the merits of Plaintiff’s claims or Defendant’s defenses. Both sides agree that in light of the risks and expenses of further litigation, this Settlement is fair, adequate and reasonable. The settlement is not an admission of wrongdoing by Defendant for any of the claims alleged by Plaintiff.

The lawsuit was filed on September 10, 2021 by Blaine Nickson (“Plaintiff”) pursuant to the Private Attorneys’ General Act of 2004 (“PAGA”) on behalf of himself and all other allegedly “Aggrieved Employees.” A PAGA action is an action for civil penalties in which the State of California receives a portion of any penalties collected. The allegedly “Aggrieved Employees” are all current and former non-exempt or hourly paid employees of Defendant in California during the period from July 7, 2020, to October 14, 2024 (the “PAGA Period”). You have been identified as one of the “Aggrieved Employees” entitled to receive proceeds from this settlement.

The settlement releases all claims for civil penalties and associated fees and costs related to claims for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and pay associated premiums, failure to pay wages during employment and upon termination of employment, failure to properly calculate the regular rate of pay failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses, and to the extent not covered above, any and all claims pled in the Action or the associated PAGA Notice to the LWDA, including without limitation all associated claims for civil penalties and associated fees and costs related to alleged or actual violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001.

This Release is limited to PAGA claims only and does not release any other claims you may have.

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

1 “Released Parties” means Defendant, and each of its former and present directors, officers,
2 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
and affiliates.

3 “Released Claims” means all claims for PAGA penalties that were alleged, or reasonably could
4 have been alleged, based on the PAGA Period facts stated in the Complaint of the Action and the
5 PAGA Notice.

6 Your Individual Settlement Share is based on the total number of pay periods that you worked for
7 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
8 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.

9 The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not
10 cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the
funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed
11 Property Fund in your name and in the amount of your respective Individual Settlement Share.

12 **Do not call or write the Court, Office of the Clerk of the Court to ask questions about the**
13 **settlement or to ask tax-related questions.** If you have any such questions, you may contact Xpand
Legal Consulting LLC at (949) 996-7717.