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FILED
San Diego Superior Court

JUL 11 2025

Clerk of the Superior Court
By: K. Mulligan, Deputy

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

JUAN JOSE MANZO OCHOA, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

EMPIRE INSULATION, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 37-2021-00035870-CU-OE-CTL

[Assigned for all purposes to: Hon. Blaine K.
Bowman, Dept. C-74]

**[PROPOSED] ORDER GRANTING MOTION
FOR APPROVAL OF PAGA SETTLEMENT**

[Filed with (1) Plaintiff's Notice of Motion and
Motion for Approval of PAGA Settlement, (2) the
Declaration of Kane Moon, (3) the Declaration re:
Qualifications and Costs for Settlement
Administration, and (4) [Proposed] Judgment]

PAGA APPROVAL HEARING:

Date: July 11, 2025

Time: 8:30 a.m.

Dept.: C-74

Complaint filed: August 20, 2021

Trial date: August 15, 2025

1 **[PROPOSED] PAGA APPROVAL ORDER**

2 Plaintiff Juan Jose Manzo Ochoa ("Plaintiff") and Defendant Empire Insulation, Inc. ("Defendant")
3 (collectively, the "Parties") have reached a settlement of the above-captioned matter (the "Action") alleging
4 a single cause of action for civil penalties pursuant to the California Private Attorneys General Act of 2004,
5 Labor Code sections 2698, *et seq.* ("PAGA"). Pursuant to PAGA, Plaintiff has filed a Motion for Approval
6 of PAGA Settlement ("Plaintiff's Motion") seeking approval of the Parties' PAGA Settlement Agreement
7 (the "Settlement"). A true copy of the Settlement is attached as **Exhibit 1** to the Declaration of Kane Moon
8 in Support of Plaintiff's Motion for Approval of PAGA Settlement ("Moon Decl.").

9 The Court, having duly considered Plaintiff's Motion, the supporting declarations and
10 exhibits thereto, including the Settlement, all other papers filed and proceedings had herein, and
11 having reviewed the record in this Action, and good cause appearing, **HEREBY ORDERS AND**
12 **DECREEES AS FOLLOWS:**

13 1. The Court now GRANTS approval of Plaintiff's Motion and the Settlement by way of this
14 PAGA Approval Order. All capitalized terms used for purposes of this PAGA Approval Order have the same
15 meaning as given in the Settlement, unless otherwise indicated.

16 2. The Court finds that the terms of the Settlement are reasonable. In granting settlement
17 approval, the Court has considered the factors identified in *O'Connor v. Uber Technologies* (N.D. Cal. 2016)
18 201 F.Supp.3d 1110, *Villalobos v. Calandri Sunrise Farm LP* (C.D. Cal. July 22, 2015) No. CV 12-2615 PSG
19 (JEMx), 2015 WL 12732709, and other relevant authority providing a coherent framework for evaluating this
20 Settlement.

21 3. The Court finds the Settlement was the product of informed, arm's-length, non-collusive
22 negotiations by the Parties. In making these findings, the Court considered Defendant's potential liability, the
23 benefit to the State of California, allocation of settlement proceeds among Aggrieved Employees, and the fact
24 that the Settlement represents a compromise of the Parties' respective positions rather than the result of a
25 finding of liability at trial. The Court finds that the risks of further prosecution are substantial and include: (1)
26 the risks that penalties would be reduced after evaluation of the totality of the circumstances, and (2) the
27 possibility that no penalties would be awarded for some or all of the alleged violations. The Court further
28 finds that the terms of the Settlement have no obvious deficiencies.

1 4. The Court finds that Plaintiff has exhausted all administrative remedies required to bring
2 the PAGA claims asserted in this Action and is authorized to act as private attorney general with respect
3 to the PAGA claims being released under the terms of the Settlement. Pursuant to California Labor Code
4 section 2699(s)(2), the LWDA was given advanced notice of the Settlement, has not objected, and is therefore
5 bound by this PAGA Approval Order.

6 5. The Court identifies the “Aggrieved Employees” as:
7 All current and former non-exempt employees of Defendant who worked
8 for Defendant in California in a non-exempt position at any time during the
9 PAGA Period.

10 6. The “PAGA Period” means:
11 The time period from August 15, 2020, through August 12, 2024.

12 7. The Gross Settlement Amount shall be at least **\$250,000.00**, subject to potential increase
13 under the Settlement’s Escalator Clause. Defendant shall pay half of the Gross Settlement Amount (and any
14 increase) by transmitting the funds to the Administrator within sixty (60) calendar days following the Court’s
15 signature on this PAGA Approval Order. Defendant shall pay the remaining half of the Gross Settlement
16 Amount (and any increase) by transmitting the funds to the Administrator within six (6) months of
17 Defendant’s initial funding.

18 8. In accordance with the Settlement’s Escalator Clause, the event the Administrator
19 determines the number of PAGA Pay Periods at the time of entry of the Court’s Approval Order is more
20 than 10% more than the estimated count (i.e., if the actual number of PAGA Pay Periods is more than
21 13,873.2), then Defendant shall make a pro-rata increase to the Gross Settlement Amount for each
22 additional pay period above the escalator.

23 9. The Court approves Simpluris to serve as the Settlement Administrator and awards an
24 Administration Expenses Payment in an amount of up to **\$3,500.00** to effectuate administration of the
25 Settlement, payable from the Gross Settlement Amount. In the event the actual amount of administration costs
26 is less, the difference will be allocated to the Net Settlement Amount.

27 10. The Court awards Plaintiff a General Release Payment in the amount of **\$10,000.00**,
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1 payable from the Gross Settlement Amount.

2 11. The Court appoints Plaintiff's Counsel of record Kane Moon, Allen Feghali, and
3 Charlotte Mikat-Stevens of Moon Law Group, PC as PAGA Counsel.

4 12. The Court awards to PAGA Counsel a PAGA Counsel Fees Payment in the amount of one-
5 third (33%) of the Gross Settlement Amount (i.e., no less than **\$83,333.33**, subject to potential increase under
6 the Escalator Clause) as payment for reasonable attorneys' fees, payable from the Gross Settlement Amount.
7 The Court finds this award is reasonable compared to amounts routinely approved in similar settlements and
8 as guided by the California Supreme Court's decision concerning the awarding of fees from monetary funds
9 for class members. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal. 5th 480, 503.) PAGA Counsel
10 undertook representation on a contingency basis despite the uncertainty of any fee award. PAGA Counsel
11 were necessarily precluded from pursuing other potential sources of fees because of work and fiduciary duties
12 owed in connection with this Action. The Court observes that this is not a class action; it is more akin to
13 contingent representation with an additional requirement of Court review due to the *qui tam* nature of a PAGA
14 claim. Attorneys' fees that are fifty percent of a common fund are typically considered the upper limit, with
15 thirty to forty percent commonly awarded in cases where the settlement is relatively small. (*See Van Vranken*
16 *v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 [stating that most cases where 30–50 percent was
17 awarded involved "smaller" settlement funds of under \$10 million].) Based on these considerations, and after
18 conducting a lodestar cross-check, by the Court, the Court finds the fee award of one-third of the Gross
19 Settlement Amount is reasonable and fair.

20 13. The Court awards to PAGA Counsel a PAGA Counsel Litigation Expenses Payment in the
21 amount of up to **\$25,000.00** as reimbursement for actual litigation costs. The Court finds that during and
22 specifically as a result of prosecuting this Action, PAGA Counsel have actually and necessarily incurred,
23 without any reimbursement to date, at least \$22,625.44. To the extent that PAGA Counsel have incurred any
24 additional costs with respect to filing Plaintiff's Motion, the Court approves reimbursement to PAGA Counsel
25 from the maximum award of the PAGA Counsel Litigation Expenses Payment. In the event the actual amount
26 of litigation costs is less than \$25,000, the difference will be allocated to the Net Settlement Amount.

27 14. After deducting the General Release Payment to Plaintiff, the PAGA Counsel Fees and
28 Litigation Expenses Payments, and the Administration Expenses Payment in the amounts specified above,

1 the amount remaining as the Net Settlement Amount will be at least **\$128,166.67**. From the Net Settlement
2 Amount, the LWDA shall receive 75% (i.e., no less than **\$96,125.00**), and the Aggrieved Employees shall
3 receive 25% (i.e., no less than **\$32,041.67**). In the event the Settlement Administrator determines the
4 Settlement's Escalator Clause was triggered thus effectuating Defendant's pro-rata increase to the Gross
5 Settlement Amount, the amounts to the LWDA and Aggrieved Employees shall increase accordingly.

6 15. Upon entry of this PAGA Approval Order, the Parties and the Administrator shall effectuate
7 all terms of the Settlement based on the provisions and timelines set forth therein and consistent with this
8 PAGA Approval Order. Within fourteen (14) calendar days after Defendant fully funds the Gross
9 Settlement Amount (and any increase), the Administrator shall disburse all settlement payments in the
10 amounts as approved by and consistent with this PAGA Approval Order.

11 16. The Court identifies the following with regards to released claims:

12 a. "Plaintiff's General Release" means:

13 Upon the date of the Court's signature affixed to the Settlement Approval Order and
14 Defendant's full funding of the Gross Settlement Amount, Plaintiff will release the
15 Released Parties from any and all claims that Plaintiff has or may have against them
16 related to or arising from Plaintiff's employment with Defendant ("Plaintiff's General
17 Release"). Plaintiff acknowledges that Plaintiff may discover facts and/or law different
18 from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to
19 be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain
20 effective in all respects, notwithstanding the existence of such different and/or additional
21 facts and/or law or Plaintiff's discovery of them. For purposes of Plaintiff's General
22 Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,
23 if any, of California Civil Code § 1542, which reads: "A general release does not extend
24 to claims that the creditor or releasing party does not know or suspect to exist in his or
25 her favor at the time of executing the release and that, if known by him or her, would
26 have materially affected his or her settlement with the debtor or released party."
27 Notwithstanding the foregoing, Plaintiff's General Release does not extend to any claims
28 or actions to enforce the Settlement, to any claims for vested benefits, unemployment
benefits, disability benefits, social security benefits, or workers' compensation benefits
that arose at any time, to any other claims that are not releasable as a matter of law or
public policy, or to any claims arising after March 3, 2025.

b. The "Released PAGA Claims" means:

Upon the date of the Court's signature affixed to the Settlement Approval Order and
Defendant's full funding of the Gross Settlement Amount, all Aggrieved Employees will
be bound by a release of all claims for civil penalties under PAGA that arose during the
PAGA Period and were alleged in Plaintiff's PAGA Notice to the LWDA that was
submitted on August 14, 2021, and in Plaintiff's Operative Complaint filed in the Action
on December 8, 2021 (as modified by the Court's Order re: Request for Dismissal of
Class and Individual Allegations Without Prejudice that was entered on March 21, 2022),
or that reasonably could have been alleged based on the facts asserted therein ("Released
PAGA Claims").

1 c. The "Released Parties" means:

2 Defendant and each of its former and present owners, parents, and subsidiaries, and all
3 of their former and present officers, directors, members, managers, consultants, partners,
4 shareholders, joint venturers, agents, predecessors, successors, affiliates, assigns,
accountants, insurers, reinsurers, and/or legal representatives.

5 17. The Court will enter Judgment in accordance with this PAGA Approval Order.

6 18. Nothing in the Settlement, this PAGA Approval Order, or the accompanying Judgment will
7 be construed as an admission or concession by any Party.

8 19. Pursuant to California Code of Civil Procedure section 664.6 and notwithstanding entry and
9 finality of the PAGA Approval Order or this Judgment, the Court shall retain jurisdiction over the Parties,
10 Action, and the Settlement solely for purposes of: (i) enforcing the Settlement, (ii) addressing settlement
11 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

12 **IT IS SO ORDERED AND DECREED.**

13 Dated: 7-11-25

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Hon. Blaine K. Bowman
15 Judge of the Superior Court, San Diego
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