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Attorneys for Plaintiff JORGE GARCIA
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – INGLEWOOD COURTHOUSE**

JORGE GARCIA, individually and on behalf
of himself and all others similarly situated,

Plaintiff,

v.

US BEST INGREDIENTS, INC., a
California Corporation; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 21TRCV00813

**[PROPOSED] ORDER GRANTING
PLAINTIFF JORGE GARCIA’S MOTION
FOR APPROVAL OF PAGA
REPRESENTATIVE ACTION
SETTLEMENT AND JUDGMENT**

Dept.: 8
Judge: Hon. Ronald F. Frank
Date: June 14, 2023
Time: 8:30a.m.

RES ID: 559232291149

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1. The Court has jurisdiction over the subject matter of this Action and over all Parties to the Action.

3. The Court hereby finds that Plaintiff notified the Labor and Workforce Development Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California Labor Code § 2699(*l*). The Court has received no feedback from the LWDA regarding the Settlement.

4. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the procedural history of this case, the amounts paid in settlement, and the allocation of settlement proceeds among the LWDA and the PAGA Settlement Members. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to the

1 terms outlined in the Settlement Agreement.

2 5. U.S. Best Ingredients will not be required to pay any additional amounts in
3 connection with the Settlement other than the Total Settlement Amount specifically set forth in the
4 Settlement Agreement and this Order.

5 6. The Court awards attorneys' fees to Plaintiff's Counsel in the total amount of
6 \$_____ (requested \$75,000) and costs to Plaintiff's Counsel in the total amount of \$_____ (requested \$9,088.62). The Attorneys' Fees and Costs are to be paid from the Total Settlement
7 Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs
8 incurred by Plaintiff, and to be incurred by Plaintiff, to prosecute the Action.
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10 7. The Court appoints Apex Class Action Administration to serve as the Settlement
11 Administrator. The Court concludes that the Settlement Administration Costs of up to \$6,000 are
12 reasonable and necessary to administer the Settlement and shall be paid from the Total Settlement
13 Amount.

14 8. The remaining PAGA Settlement Amount of \$134,911.38 shall be allocated as
15 follows: 75% of the PAGA Settlement Amount, or \$101,183.54, will be paid to the LWDA, and the
16 remaining 25%, or \$33,727.74 will be paid to all PAGA Settlement Members pursuant to the
17 calculation set forth in the Settlement Agreement for calculating Individual Settlement Payments.

18 9. The Court directs that the Settlement Administrator send the Notice, attached hereto
19 as Exhibit 1, to the PAGA Settlement Members with the Individual Settlement Payments to be
20 disseminated pursuant to the Settlement.

21 10. Upon the Effective Date, the terms of the Settlement Agreement, and this Order and
22 Judgment, shall be binding on the Parties. Plaintiff and PAGA Settlement Members shall be bound
23 by the releases set forth in the Settlement Agreement contingent upon funding of the Settlement as
24 contemplated in the Agreement. Specifically:

- 25 a. Plaintiff, on behalf of himself the State of California, and all PAGA Settlement
26 Members, will be deemed to have provided the Released Parties with the PAGA
27 Release.
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1 b. The release provided under the settlement shall have *res judicata* effect on Plaintiff,
2 the State of California, and the PAGA Settlement Members, as well as their heirs,
3 executors, administrators, successors, and assigns in all pending and future claims,
4 lawsuits, or other proceedings maintained by or on behalf of any such persons, to the
5 extent those claims, lawsuits or other proceedings fall within the scope of claims
6 released as set forth in the Settlement Agreement.

7 11. Neither this Order nor the Settlement Agreement (nor any other document referred
8 to herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as,
9 an admission or concession by U.S. Best Ingredients or the Released Parties of the validity of any
10 claim asserted by Plaintiff. The fact that U.S. Best Ingredients entered into, and took action to
11 implement, the Settlement shall not be considered as, or be deemed evidence of, an admission or
12 concession of wrongdoing, fault or liability as alleged in the Action. Moreover, the fact that U.S.
13 Best Ingredients entered into and/or took action to implement the Settlement shall not be offered or
14 received in evidence in any action or proceeding against U.S. Best Ingredients in any court,
15 administrative agency or other tribunal for any purpose whatsoever, except to enforce the provisions
16 of this Order and the Settlement Agreement; provided, however, that this Order and the Settlement
17 Agreement may be filed in any action against or by U.S. Best Ingredients or the Released Parties to
18 support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement,
19 judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue
20 preclusion, or similar defense or counterclaim.

21 12. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
22 purposes of supervising the implementation, enforcement, construction, administration, and
23 interpretation of the Settlement Agreement and this Judgment pursuant to California Code of Civil
24 Procedure section 664.6.

25 13. The Parties and the Settlement Administrator are directed to carry out their respective
26 obligations as set forth in the Settlement Agreement.

27 14. The Court sets a final accounting hearing to assess compliance with this Order and
28

1 the Settlement Agreement for _____ at _____ a.m./p.m.

2 15. The entire Action will be dismissed, with prejudice, at the final accounting hearing
3 and upon the terms set forth in the Settlement Agreement, assuming full compliance with this Order
4 and the Settlement Agreement by that date

5 16. Plaintiff is directed to submit a copy of this Order to the LWDA within ten calendar
6 days after the entry of this Order.

7 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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9 DATED:_____

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JUDGE OF THE SUPERIOR COURT

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Make a Reservation

JORGE GARCIA, INDIVIDUALLY AND ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED vs US BEST INGREDIENTS, INC., A CALIFORNIA CORPORATION

Case Number: 21TRCV00813 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2021-11-03 Location: Inglewood Courthouse - Department 8

Reservation

Case Name:

JORGE GARCIA, INDIVIDUALLY AND ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED vs US BEST INGREDIENTS, INC., A CALIFORNIA CORPORATION

Case Number:

21TRCV00813

Type:

Motion re: (Motion for PAGA Approval)

Status:

RESERVED

Filing Party:

JORGE GARCIA, individually and on behalf of himself and all others similarly situated (Plaintiff)

Location:

Inglewood Courthouse - Department 8

Date/Time:

06/14/2023 8:30 AM

Number of Motions:

1

Reservation ID:

559232291149

Confirmation Code:

CR-FMY8C5TMEXZJVAPPX

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65

Chat

Description	Fee	Qty	Amount
TOTAL			\$61.65

Payment

Amount: \$61.65	Type: Visa
Account Number: XXXX6358	Authorization: 05102D
Payment Date: 1969-12-31	

 Print Receipt

 [Reserve Another Hearing](#)