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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

18 ARTURO RETAMA SAN AGUSTIN, on
19 behalf of himself and others similarly situated,

20 PLAINTIFF,

21 v.

22 FRESH & READY FOODS LLC; and DOES 1
to 100, Inclusive,

23 DEFENDANTS.
24
25
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27
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Case No.: 22STCV06679

[Assigned for all purposes to Hon. Alison
Mackenzie, Dept. 55]

**[PROPOSED] ORDER TO GRANT
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (PAGA)
SETTLEMENT**

[Filed Concurrently with Declaration of Millay
Kogan in Support of Plaintiff's Notice of
Motion and Motion for Approval of Private
Attorneys General Act Settlement]

FILED
Superior Court of California
County of Los Angeles

JUN 06 2024

David W. Slayton, Executive Officer/Clerk of Court
By: S. Temblador, Deputy

~~PROPOSED~~ ORDER

The Court, having read the papers filed regarding Plaintiff's unopposed Motion for Approval of Private Attorney's General Act (PAGA) Settlement, hereby finds and ORDERS:

1. The PAGA Settlement Agreement (the "Settlement Agreement") attached as **Exhibit 1** to the Declaration of Millay Kogan in support of Plaintiff's Motion for Approval of Private Attorneys General Act (PAGA) Settlement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties were able to reasonably evaluate their respective positions. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery being provided as part of the Settlement and recognizes the significant value accorded to the Aggrieved Employees.

2. The Settlement Agreement is not an admission by Defendant or by any other of the Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing by any Defendant or any other Released Parties. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the other Released Parties.

3. The entire Net Settlement Amount (the remainder of the Settlement Amount after deducting Plaintiff's counsel's fees (\$217,000) and costs (not to exceed \$20,000), Plaintiff's enhancement award of \$5,000 and the costs of administration (no more than \$11,000) from the \$651,000 Settlement Amount) shall be allocated for payment of civil penalties and shall be distributed 75% to the LWDA and 25% to the Aggrieved Employees.

4. The Net Settlement Amount shall be distributed to Aggrieved Employees pro rata based on the number of pay periods worked by each Aggrieved Employee for Defendants during the Settlement Period. "Aggrieved Employees" or "PAGA Group" means all non-exempt current and former employees of Defendant within the State of California at any time within the PAGA Period. The "PAGA Period" means the time period from September 15, 2020 through February 4, 2024.

1 5. Defendant shall pay the Aggrieved Employees pursuant to the procedure described
2 in the Settlement Agreement.

3 6. The Court hereby confirms Lavi & Ebrahimian, LLP as Plaintiff's Counsel.

4 7. The Court hereby awards attorneys' fees in the amount of 33 & 1/3% of the
5 Settlement Amount, which is \$217,000 in attorneys' fees and up to \$20,000 in attorneys' costs.
6 The payment of fees to Plaintiff's Counsel shall be made in accordance with the terms of the
7 Settlement.

8 8. The Court hereby awards Plaintiff an enhancement award in the amount of Five
9 Thousand Dollars (\$5,000) for his work in prosecuting this action.

10 9. The Court approves the Notice of PAGA Settlement and Release attached as **Exhibit**
11 **2** to the Declaration of Millay Kogan.

12 10. All settlement checks will remain valid for 180 days after which the checks shall
13 become null and void, and any monies remaining in the distribution account shall be transmitted to
14 the California State Controller for deposit in the Unclaimed Property Fund in the name of the PAGA
15 Group member to whom the uncashed Net Settlement Payment was drafted.

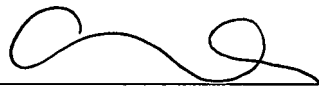
16 11. The Court further orders, adjudges and decrees that upon Approval by the Court of
17 the Settlement and Defendant's full funding of the Settlement Amount, Plaintiff and the PAGA
18 Employee Group shall release all PAGA claims against Defendant, including Defendant's joint
19 employers, staffing companies, respective officers, directors, shareholders, agents, assigns,
20 attorneys, insurers, agents, independent contractors, employees, predecessor, successors, parents,
21 subsidiaries, affiliated, related entities or other representatives of any kind, and related parties that
22 have been asserted in the operative Complaint (hereinafter collectively the "Released Parties"),
23 which includes the *California Labor Code* Private Attorneys General Act of 2004 (PAGA) claims
24 based on Defendant's alleged failure to pay minimum wages, overtime wages, provide meal and
25 rest periods, failure to pay wages in a legally-permissible manner, failure to timely pay wages
26 during employment, failure to provide accurate itemized wage statements, failure to timely pay
27 wages at termination, and all other claims and allegations made or which could have been made
28 in the Action based on the facts and allegations pled in the operative Complaint and PAGA Notice

1 to the LWDA, from September 15, 2020 through February 4, 2024.

2 12. This Court shall retain jurisdiction with respect to all matters related to the
3 administration and consummation of the settlement, and any and all claims, asserted in, arising out
4 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to
5 the settlement and the determination of all controversies relating thereto.

6
7 **IT IS SO ORDERED.**

8
9 Date: 6 / 6, 2024



Honorable Alison Mackenzie
Judge of the Superior Court