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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JESUS HERRERA, individually and on behalf
of others similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

REEVE STORE EQUIPMENT COMPANY, a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. 22STCV04239

Honorable Elaine Lu
Department 9

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT AND
AWARD OF ATTORNEYS FEE AWARD,
COST AWARD, PAGA REPRESENTATIVE
ENHANCEMENT PAYMENT, AND
ADMINISTRATION COSTS**

Date: December 11, 2025
Time: 8:30 a.m.
Department: 9

Complaint Filed: February 3, 2022
FAC Filed: May 12, 2022
Trial Date: Not Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 On December 11, 2025 at 8:30 a.m. in Department 9 of the above-entitled Court, located at
3 Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Jesus
4 Herrera's ("Plaintiff") Motion for Approval of PAGA Settlement and Award of Attorneys Fee Award,
5 Cost Award, PAGA Representative Enhancement Payment, and Administration Costs ("Motion")
6 came on for hearing before the Honorable Elaine Lu. Blackstone Law, APC appeared on behalf of
7 Plaintiff, and Michael Sullivan & Associates LLP appeared on behalf of Defendant Reeve Store
8 Equipment Company ("Defendant").

9 Plaintiff and Defendant (together, the "Parties") have executed the PAGA Settlement
10 Agreement ("Settlement," "Agreement," or "Settlement Agreement").

11 The Court, having carefully considered the papers, argument of counsel, and all matters
12 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

13 **IT IS HEREBY ORDERED THAT:**

14 1. Plaintiff's Motion is granted in its entirety.

15 2. This Order and Judgment incorporates by reference the definitions in the Settlement
16 Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and
17 Judgment as set forth in the Settlement Agreement.

18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, but not limited to,
20 providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with
21 notice of the specific provisions of the California Labor Code alleged to have been violated, including,
22 but not limited to, the facts and theories to support the alleged violations, in conformity with California
23 Labor Code § 2699.3(a).

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

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1 5. The individuals covered under the Settlement consist of the following: “All current and
2 former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California
3 at any time during the PAGA Period (“**Aggrieved Employees**”). The “**PAGA Period**” is defined as
4 the period from February 3, 2021 through March 28, 2024.

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

7 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
8 allocated for payment of penalties under PAGA (“**Net Settlement Amount**”), and determines that it
9 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which
10 shall be the Gross Settlement Amount (\$280,000.00) less the approved Attorneys Fee Award and Cost
11 Award to PAGA Counsel, PAGA Representative Enhancement Payment to Plaintiff, and
12 Administration Costs to Apex Class Action LLC (“**Settlement Administrator**”). Seventy-five
13 percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“**LWDA Payment**”)
14 and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved
15 Employees (“**Individual PAGA Settlement Share(s)**”) in accordance with this Order and Judgment
16 and the Settlement Agreement.

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

21 9. The Court approves the payment of one-third (1/3) of the Gross Settlement Amount
22 (i.e., \$93,333.33) to PAGA Counsel for attorneys’ fees, subject to Section III.39.A of the Settlement
23 Agreement. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in
24 accordance with this Order and Judgment and the Settlement Agreement.

25 10. The Court approves the payment of \$19,963.68 to PAGA Counsel for reimbursement
26 of actual litigation costs and expenses incurred in this matter. This amount shall be paid from the
27 Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
28 Settlement Agreement.

11. The Court approves the payment of \$5,000.00 to Plaintiff for a PAGA Representative Enhancement Payment. This amount shall be paid from the Gross Settlement Amount and shall be distributed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment in the amount of *up to* \$2,500.00 to the Settlement Administrator for the Administration Costs. 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 the cover letter ("**Cover Letter**"), attached hereto as **Exhibit 1**, and the Settlement Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that it distributes Individual PAGA Settlement Shares to the Aggrieved Employees.

14. Within five (5) business days after entry of this Order and Judgment, Defendant shall deliver to the Settlement Administrator a list of the following information for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) Social Security number; (4) telephone number; and (5) dates worked for Defendant during the PAGA Period (collectively, "**Aggrieved Employee Data**").

15. Defendant shall wire or otherwise provide to the Settlement Administrator the Gross Settlement Amount in the following installments:

a. **Initial Payment:** No later than thirty (30) calendar days of the Effective Date, Defendant will wire \$70,000.00 of the Gross Settlement Amount to the Settlement Administrator ("Initial Payment").

b. **Installment Payment(s):** The remainder of the Gross Settlement Amount shall be paid in nine (9) equal payments of \$23,333.33 over the next nine (9) months with the ninth payment as \$23,333.36 ("Installment Payment(s)").

c. Should the Escalator Provision of the Settlement Agreement be triggered, the First Payment and Installment Payments will be increased proportionally to the increase of the GSA.

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d. Any failure by Defendant to timely pay the Initial Payment or any Installment Payment shall be an event of default. Within three (3) business days of any default, the Settlement Administrator shall email counsel for both Parties notifying them of any default (the "Default Notice"). Defendant shall have no more than three (3) business days from the date of the Default Notice to cure the default. Any default that is not cured by the 5th business day from the date of the Default Notice shall entitle Plaintiff to move ex parte to have all remaining unpaid Installment Payment(s) immediately accelerated and judgment entered against Defendant for the remaining unpaid Installment Payment(s).

16. Within seven (7) business days after the full funding of the Gross Settlement Amount to the Settlement Administrator, the Settlement Administrator shall disburse the: (1) Individual PAGA Settlement Shares (along with the Cover Letter) to the Aggrieved Employees; (2) Attorneys Fee Award and Cost Award to PAGA Counsel; (3) PAGA Representative Enhancement Payment to Plaintiff; (4) Administration Costs to itself; and (5) LWDA Payment to the LWDA.

17. Aggrieved Employees must negotiate, cash, or deposit their Individual PAGA Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them. After the 180-day deadline, the checks will be canceled and any funds associated with such canceled checks shall be transmitted by the Settlement Administrator to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Settlement Share(s).

18. Defendant has represented that the Aggrieved Employees worked a total of 6,047 Workweeks during the PAGA Period. If, by the time the Settlement Administrator receives the Aggrieved Employee Data, it is determined that the Workweeks increased by more than 10% above 6,047 (i.e., by more than 6,652 Workweeks), Plaintiff shall have the right to demand a pro-rata increase from Defendant to the Gross Settlement Amount equal to the percentage increase in the number of Workweeks worked by the Aggrieved Employees above 10%, and the right, but not obligation, to terminate the Settlement if Defendant refuses to such an increase in the Gross Settlement Amount.

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1 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

2 20. As of the entry of this Order and Judgment and full funding of the Gross Settlement
3 Amount, Aggrieved Employees will release Defendant and its past and present officers, directors,
4 attorneys, affiliates, shareholders, predecessors, successors, and/or assigns from any and all claims for
5 civil penalties under the Private Attorneys General Act that were alleged or reasonably could have
6 been alleged based on the facts alleged in the Operative Complaint and PAGA Notice, arising during
7 the PAGA Period, including, but not limited to, 1) Violation of Cal. Labor Code, sections 510 and
8 1198 (Unpaid Overtime); 2) Violation of Cal. Labor Code, sections 226.7 and 512(a) (Unpaid Meal
9 Period Premiums); 3) Violation of Cal. Labor Code, section 226.7 (Unpaid Rest Period Premiums); 4)
10 Violation of Cal. Labor Code, sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages); 5)
11 Violation of Cal. Labor Code, sections 201, 202, 203, and 204 (Wages Not Timely Paid During
12 Employment or Upon Termination); 6) Violation of Cal. Labor Code, section 226(a) (Failure to
13 Provide Accurate Wage Statements); 7) Violation of Cal. Labor Code, section 2800 and 2802 (Failure
14 to Reimburse Necessary Business Expenses); 8) Violation of Cal. Labor Code, section 1174(d)
15 (Failure to Maintain Accurate Records); and 9) Violation of Cal. Labor Code, section 2699 (Private
16 Attorneys General Act).

17 21. No individualized notice of this Order and Judgment is required to be provided to the
18 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
19 system established for the filing of notices and documents, in conformity with California Labor Code
20 § 2699(l)(3).

21 22. A Non-Appearence Final Accounting Hearing is set for _____ at
22 _____ in Department 9 of the above-entitled Court. A Final Report is due to be filed no later
23 than _____ confirming that disbursements were made pursuant to the Settlement.

24 **IT IS SO ORDERED.**

25
26 Dated: _____

Honorable Elaine Lu
Judge of the Superior Court

EXHIBIT 1

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

Re: Settlement Payment from *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court Case No. 22STCV04239

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court Case No. 22STCV04239 (“Action”).

The lawsuit was filed on February 3, 2022, and amended on May 12, 2022, by Jesus Herrera (“Plaintiff”) against his former employer Reeve Store Equipment Company (“Defendant”). Plaintiff, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, seeks 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 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 initiating the lawsuit, on February 3, 2022, 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 the California Labor Code, thereby initiating LWDA Case Number LWDA-CM-866272-22 (“PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendant.

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 current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period February 3, 2021 through March 28, 2024 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual PAGA Settlement Share is based on the total number of workweeks that you worked for Defendant in California during the PAGA Period. The Individual PAGA Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). 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 <<Effective Date and full funding of the Gross Settlement Amount>>, the Released Parties were released from the Released PAGA Claims.

“Released Parties” means Defendant and its past and present officers, directors, attorneys, affiliates, shareholders, predecessors, successors, and/or assigns.

“Released Claims” means any and all claims for civil penalties under the Private Attorneys General Act that were alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and PAGA Notice, arising during the PAGA Period, including, but not limited to, 1) Violation of Cal. Labor Code, sections 510 and 1198 (Unpaid Overtime); 2) Violation of Cal. Labor Code, sections 226.7 and 512(a) (Unpaid Meal Period Premiums); 3) Violation of Cal. Labor Code, section 226.7 (Unpaid Rest Period Premiums); 4)

Violation of Cal. Labor Code, sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages); 5) Violation of Cal. Labor Code, sections 201, 202, 203, and 204 (Wages Not Timely Paid During Employment or Upon Termination); 6) Violation of Cal. Labor Code, section 226(a) (Failure to Provide Accurate Wage Statements); 7) Violation of Cal. Labor Code, section 2800 and 2802 (Failure to Reimburse Necessary Business Expenses); 8) Violation of Cal. Labor Code, section 1174(d) (Failure to Maintain Accurate Records); and 9) Violation of Cal. Labor Code, section 2699 (Private Attorneys General Act.)

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not 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 Property Division in your name and in the amount of your Individual PAGA Payment.

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 [Settlement Administrator] at [toll-free phone number].