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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA – HALL OF JUSTICE**

12 BRIANA SANDEZ, individually, and on behalf
13 of other aggrieved employees pursuant to the
14 California Private Attorneys General Act;

15
16 Plaintiff,

17 vs.

18 MINER’S ACE HARDWARE, INC., a California
19 Corporation; and DOES 1 through 100, inclusive,

20 Defendants.
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Case No.: 56-2022-00567741-CU-OE-VTA

Honorable Charmaine Buehner
Department 44

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, *ET SEQ.*) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS’ FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

Complaint Filed: July 6, 2022
FAC Filed: January 20, 2026
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 ATTORNEYS’ FEES AND
COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

1 This matter has come before the Honorable Charmaine Buehner in Department 44 of the Superior
2 Court of the State of California, for the County of Ventura – Hall of Justice, on June 3, 2026 at 1:30 p.m.,
3 on Plaintiff Briana Sandez’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor
4 Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee,
5 and Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC and
6 Sweeny Law, PC (“Plaintiff’s Counsel”) appeared for Plaintiff and Fisher & Phillips LLP, appeared for
7 Defendant Miner’s Ace Hardware, Inc. (“Defendant”).

8 On or around February 16, 2026, Plaintiff and Defendant (together, the “Parties”) executed the
9 Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,”
10 or “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Brian J. St. John and Charles T. Sweeny and Plaintiff Briana Sandez,
13 and (3) the Settlement Agreement.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

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

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined 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, and not limited to, providing
20 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with former California Labor Code
23 § 2699.3(a).

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

27 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:

28 All current and former hourly-paid or non-exempt individuals employed by Defendant within
the State of California at any time during the PAGA Period. (“Aggrieved Employee(s)").

1 6. The Court finds that the Parties reached the Settlement as a result of arm's-length
2 negotiations.

3 7. Pursuant to former California Labor Code § 2699(1)(2), the Court has reviewed the sum
4 allocated for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair,
5 just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
6 Amount shall be the Total Settlement Amount (\$500,000.00) less the approved Attorneys' Fees and Costs
7 to Lawyers *for* Justice, PC and Sweeny Law, PC ("Plaintiff's Counsel"), General Release Fee to Plaintiff,
8 and Settlement Administration Costs to Simpluris (the "PAGA Settlement Administrator"). Seventy-five
9 percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and
10 twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
11 ("Employees' Portion") in accordance with this Order and Judgment and the Settlement Agreement.

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

16 9. The Court approves the payment of \$200,000.00 to Plaintiff's Counsel for attorneys' fees.
17 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this
18 Order and Judgment and the Settlement Agreement.

19 10. The Court approves the payment of \$33,912.17 to Plaintiff's Counsel for reimbursement of
20 litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement
21 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

22 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff Briana Sandez. This
23 amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this
24 Order and Judgment and the Settlement Agreement.

25 12. The Court approves payment up to the amount of \$7,628.00 to Simpluris for the Settlement
26 Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall be disbursed
27 in accordance with this Order and Judgment and the Settlement Agreement.

28 13. The Parties are directed to perform in accordance with the terms set forth in this Order and

Judgment and the Settlement Agreement.

14. 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 PAGA Settlement 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 Employees’ Portion (“Individual Settlement Share(s)”).

15. No later than twenty-one (21) calendar days after the date of this Order and Judgment, Defendant will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with this Order and Judgment and the Settlement Agreement.

16. No later than thirty (30) calendar days of the date of this Order and Judgment, Defendant shall deposit \$500,000.00 into a qualified settlement account established, by the PAGA Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement.

17. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List, and Defendant fully funds the Gross Settlement Amount, the PAGA Settlement Administrator shall distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to Aggrieved Employees (“PAGA Settlement Package”), the General Release Fee to Plaintiff, the Settlement Administration Costs to itself, only after the PAGA Settlement Package have been mailed to all Aggrieved Employees, the Attorneys’ Fees and Costs, unless instructed otherwise by Plaintiff’s Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State Controller’s Office Unclaimed Property Division, in the name of each Aggrieved Employee at issue and in the amount of his or her respective Individual Settlement Share(s).

19. Aggrieved Employee shall not have the right to opt out of or object to the Settlement. Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement,

1 Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly
2 and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, of and
3 from the Action and from the Released Claims.

4 20. “Released Parties” means Defendant, including Defendant’s parent corporation, franchisees,
5 affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former
6 employees, attorneys, officers, directors and agents thereof, both individually and in their business
7 capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and
8 insurers of such plans and programs.’

9 21. “Released Claims” means any and all claims, arising during the PAGA Period, civil penalties
10 pursuant to PAGA, that were pled or could have been pled in the operative complaint and the LWDA notice
11 in the Action, and any amendments thereto, during the PAGA Period, including but not limited to: (1) failure
12 to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay
13 meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest
14 period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec.
15 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure
16 to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate,
17 itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under
18 Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802;
19 (10) failure to provide written notice pursuant to Labor Code section 2810.5; (11) failure to provide day of
20 rest under Labor Code section 551 and 552; (12) failure to pay sick time under Labor Code section 245, et
21 seq.; (13) failure to pay vacation and paid time off under Labor Code sections 221, 223, and 227.3; and (14)
22 violations of Labor Code sections 1101 and 1102.

23 22. “PAGA Period” means the period from April 8, 2021 through the date that this order is
24 signed.

25 23. No individualized notice of this Order and Judgment is required to be provided to the
26 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
27 established for the filing of notices and documents, in conformity with former California Labor Code §
28 2699(1)(3).

1 24. A Final Accounting and Compliance Hearing is scheduled for _____ at
2 _____ in Department 44 of the above-captioned Court and the final report regarding the disbursement of
3 the Individual Settlement Shares and uncashed funds shall be filed seven (7) court days in advance of the
4 hearing

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7 Date: _____

Honorable Charmaine Buehner
Judge of the Superior Court of Ventura County