

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 05/10/2024
By Deputy: Rimando, Errol

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

JORGE DAGOBERTO RIVERA CAMACHO,
on behalf of the State of California and other
aggrieved persons,

Plaintiff,

v.

BRAGA FRESH FOODS, LLC, a California
Limited Liability Company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 22CV002573

PAGA REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Thomas
W. Wills, Dept. 15]

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

APPROVAL HEARING:

Date: May 3, 2024
Time: 8:30 a.m.
Dept: 15

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on May 3, 2024 at 8:30 a.m. in Department 15 of the
3 above-entitled Court, the Honorable Thomas W. Wills presiding. Based on the pleadings on
4 record, all papers submitted in connection with Plaintiff's Notice of Motion and Motion to
5 Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's Motion is
6 GRANTED.

7 The Court approves the Private Attorneys General Act ("PAGA") Settlement Agreement
8 ("Settlement") entered into by Plaintiff Jorge Dagoberto Rivera Camacho ("Plaintiff") and
9 Defendant Braga Fresh Foods, LLC ("Defendant," and collectively with Plaintiff, the "Parties"),
10 and hereby ORDERS as follows:

11 1. Defendant shall pay the Gross Settlement Amount of \$465,000.00 according to the
12 terms of the Settlement.

13 2. The Net Settlement Amount means the Gross Settlement Amount minus the
14 following: (a) \$155,000.00 allocated to Attorneys' Fees; (b) \$18,797.42 allocated to litigation
15 costs; (c) \$18,000.00 allocated to Settlement Administrator Costs; and (d) \$5,000.00 allocated to
16 Plaintiff as a Service Award.

17 (a) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm,
18 PLC, of Attorneys' Fees in the amount of One-Hundred Fifty-Five Thousand
19 Dollars and Zero Cents (\$155,000.00), to be paid from the Gross Settlement
20 Amount.

21 (b) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm,
22 PLC, of litigation costs in the amount of Eighteen-Thousand Seven-
23 Hundred-Ninety-Seven Dollars and Forty-Two Cents (\$18,797.42), to be
24 paid from the Gross Settlement Amount.

25 (c) The Court approves payment to the Settlement Administrator, CPT Group,
26 Inc., for its reasonable costs and fees to administer the Settlement, not to
27 exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00), to be paid
28 from the Gross Settlement Amount.

(d) The Court approves Five Thousand Dollars and Zero Cents (\$5,000.00) to be paid to Plaintiff as a Service Payment for his efforts as a named plaintiff and representative for other PAGA Employees and the State of California, to be paid from the Gross Settlement Amount.

3. Of the Net Settlement Amount, 75% is allocated to the California Labor & Workforce Development Agency (“LWDA”) and 25% is allocated to the aggrieved employees.

4. The “PAGA Period” is defined as the period from May 7, 2021 to December 15, 2023.

5. The “Aggrieved Employees” are defined as workers employed by Defendant in California and classified as hourly-paid or non-exempt employees who worked for Defendant during the PAGA Period. The Aggrieved Employees are bound by the release outlined in Paragraph 5.2 of the Settlement Agreement.

6. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on the Approval Order; and (b) the Judgment is final. The Judgment is final on: (1) the day the Court enters Judgment assuming no appeal is filed; or (2) if a timely appeal is filed, the date of final resolution of that appeal resulting in final judicial approval of the Settlement.

7. The Court directs Defendant to fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator within 20 days of the Effective Date.

8. The Settlement Administrator will calculate each Individual PAGA Payment as follows: (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result in Part A by each Aggrieved Employee’s PAGA Period Pay Periods.

9. The Court directs the Parties and the Settlement Administrator to carry out the terms of the Settlement.

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1 10. Under California Code of Civil Procedure section 664.6, the Court retains
2 jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's
3 terms.

4 11. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven (7)
5 days of the entry of the Order.

6 12. The above-referenced action and all claims asserted by Plaintiff individually and in
7 a representative capacity are hereby dismissed with prejudice.

8 13. Plaintiff shall give notice.

9 14. This case is set for 12/13/24 8:30 a.m. Dept.15 for proof of payment of settlement funds.
DATE: May 9, 2024



Honorable Hon. Thomas W. Wills,
Monterey County Superior Court Judge

PROOF OF SERVICE

Camacho, et al. v. Braga Fresh Foods, LLC
22CV002573

STATE OF CALIFORNIA)
) ss
COUNTY OF IRVINE)

I, Zeyra Ceballos, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 15707 Rockfield Blvd., Suite 250, Irvine, California 92618. My electronic service address is zceballos@wilshirelawfirm.com.

On **May 8, 2024**, I served the foregoing, **[PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION TO APPROVE PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Alden J. Parker (SBN 196808)
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Facsimile: (916) 210-0401

Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Irvine, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

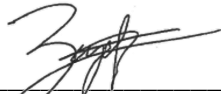
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1 I declare under the penalty of perjury under the laws of the State of California, that the
2 foregoing is true and correct.

3 Executed on **May 8, 2024** at Irvine, California.

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6 Zeyra Ceballos
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