

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Bevin Allen Pike (SBN 221936)
Bevin.Pike@capstonelawyers.com
Daniel Jonathan (SBN 262209)
Daniel.Jonathan@capstonelawyers.com
Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Antwanette King

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ANTWANETTE KING, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the State of
California and other non-party Aggrieved
Employees,

Plaintiff,

vs.

RADC ENTERPRISES, INC., a California
corporation; ANABI CONVENIENCE
CENTERS, INC., a California corporation;
ANABI OIL CORPORATION, a California
corporation; C.A.R. ENTERPRISES, INC., a
California corporation; EDE ENTERPRISES,
INC., a California corporation; HOLLINS
MANAGEMENT GROUP, INC., a California
corporation; JBL OIL CORPORATION, a
California corporation; JV S&T, INC., a
California corporation; NMSO, INC., a
California corporation; QUICKBITES, INC., a
California corporation; S & M OIL
CORPORATION, a California corporation;
TMSO, INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No. CIVSB2221711

Assigned to the Hon. Joseph T. Ortiz

**[PROPOSED] ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: July 25, 2024
Time: 1:30 p.m.
Place: Department S17

Complained Filed: September 30, 2022
Trial Date: None Set

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7

3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3

8
9

01

- 2
- 3
- 4
- 5
- 6
- 7

8
9
0
1
2
3
4

5
6
7

8

1 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and
2 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
3 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
4 concession, or liability whatsoever by or against Defendants.

5 8. The Court approves the gross settlement amount of \$1,089,350. After deducting the
6 approved amounts for Attorneys' Fees and Costs, Settlement Administration Costs, and Service Awards,
7 the net settlement amount of \$670,233 will be allocated as follows: Seventy-Five Percent (75%), or
8 approximately \$502,674.75, shall be paid to the California Labor and Workforce Development Agency,
9 and the remaining Twenty-Five Percent (25%), or approximately \$167,558.25, shall be paid to
10 Aggrieved Employees.

11 9. The Court hereby awards \$363,117 in attorneys' fees and \$25,000 costs to Plaintiffs'
12 Counsel, Capstone Law APC and Haig B. Kazandjian Lawyers, APC. The award of attorneys' fees and
13 costs will be divided as follows: (a) \$199,714.35 in attorneys' fees and \$15,318.36 in litigation costs to
14 Capstone Law APC; and (b) \$163,402.65 in attorneys' fees and \$9,681.64 in litigation costs to Haig B.
15 Kazandjian Lawyers, APC.

16 10. The Court approves Service Awards of \$10,000, each, to Antwanette King and Khaled
17 Alrifai.

18 11. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator, and
19 approves Settlement Administration Costs of \$11,000.

20 12. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
21 completion of settlement administration activities no later than March 14, 2024, as well as an amended
22 judgment regarding the distribution of unclaimed residuals to The Justice Gap Fund maintained by The
23 State Bar of California.

24 13. This Judgment shall be binding on all Aggrieved Employees and the State of California,
25 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the
26 Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
27 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
28 under PAGA is binding not only on the named employee plaintiff but also on state labor law

1 enforcement agencies and any aggrieved employee not a party to the proceeding).

2 14. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
3 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
4 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

5 15. This document shall constitute a judgment under California Code of Civil Procedure §
6 664.6.

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

9 Date _____

10 Hon. Joseph T. Ortiz
San Bernardino County Superior Court Judge