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Superior Court of California
County of Los Angeles
11/16/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. Rosas Deputy

Matthew A. Haulk (SBN 272457)
Email: mhaulk@hhemploymentlaw.com
Jose M. Herrera (SBN 289590)
Email: jherrera@hhemploymentlaw.com
HAULK & HERRERA LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 745-3219
Facsimile: (415) 745-3301

Attorneys for Plaintiff
MONICA FRANCO ARROYO DE BERGA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MONICA FRANCO ARROYO DE BERGA, an individual,

Plaintiff,

vs.

MAIN INTERNATIONAL GROUP CORPORATION, a California Corporation; and DOES 1 TO 50,

Defendants.

CASE NO.: 25STCV06884

[Assigned to Honorable Carolyn B. Kuhl, Dept. 12]

~~[PROPOSED]~~ JUDGMENT AND ORDER

[Notice, Memorandum of Points and Authorities and Declaration of Jose M. Herrera filed concurrently herewith]

Date: November 16, 2026
Time: 1:45 p.m.
Dept.: 12

Complaint Filed: March 11, 2025
Trial Date: None

Having considered the Parties' Private Attorneys General Act ("PAGA") Settlement Agreement and Release ("Settlement"); the documents and evidence presented in support thereof; and recognizing the disputed factual and legal issues involved in this case; the risks of further prosecution, the substantial benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the Parties, the Court hereby makes a final ruling that the Settlement is approved pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court hereby GRANTS Approval of the Settlement of Claims under PAGA as set forth in the Private Attorneys General Act Settlement and Release ("Settlement" or "Agreement")[1], and ORDERS as follows:

1. The "Aggrieved Employees" shall be defined as all current and former hourly-paid or non-exempt employees who worked for Defendant Main International Group Corporation ("Main Int'l Co." or "Defendant") in the State of California during the PAGA Period.

2. The Court hereby approves the settlement as set forth in the Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

3. Main Int'l Co. shall fund the Gross Settlement Amount of $25,000.00 with the Settlement Administrator within thirty (30) days of Notice of Entry of this Order.

4. The Court hereby approves, as to form and content, the Explanatory Letter submitted by the Parties and included as Exhibit 6 to the Declaration of Jose M. Herrera in Support of PAGA Approval.

5. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator.

6. Within fourteen (14) days of this Order, Main Int'l Co. shall provide the Settlement Administrator with a list of all Aggrieved Employees with each listed employee's full name, last known mailing address, last known telephone number, and social security number, and number of compensable pay periods in the PAGA period, pursuant to the terms of the Settlement.

[1] All defined terms used herein are used as defined in the PAGA Settlement Agreement and Release.

7. The Settlement Administrator is directed to mail the Individual PAGA Payments and the Explanatory Letter to the Aggrieved Employees within fourteen (14) calendar days of the Total Settlement Amount being funded, pursuant to the terms of the Settlement.

8. The Court finds that attorneys' fees and costs in the amount of thirty percent of the Gross Settlement Amount (currently estimated to be $7,500.00) for Plaintiff's Counsel is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's Counsel as provided for in the Settlement Agreement.

9. The Court orders that the Settlement Administrator shall be paid up to $2,850.00 for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

10. The Court approves the scope of the release as set forth in the Settlement. Following entry of this Judgment and Order and the Settlement being funded, Plaintiff and all Aggrieved Employees will release the PAGA Released Claims against the Defendant Main Int'l Co. including each of its past, present, or future parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively "Released Parties") to the full extent permitted by law, of and from the Action and from any and all claims that arose during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the PAGA Notice and/or the Operative Complaint, including but not limited to, failure to provide compliant meal periods and associated premiums, failure to reimburse business expenses, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to timely pay wages, 204, 226, 226.3, 512, and 2802, and the applicable Industrial Welfare Commission Wage Orders (collectively, the "Released Claims"). This settlement shall not impact Aggrieved Employees' ability to assert Labor Code claims other than PAGA claims. Upon entry of the Order approving the settlement and judgment entered thereon and the Settlement being funded, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all of

the PAGA Released Claims that arose during the PAGA Period against the Released Parties. Plaintiff and the Aggrieved Employees' Releases do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time.

11. Upon entry of this Order, the Court hereby enters judgment, with prejudice, for the reasons described above and in accordance with the terms of the Agreement. Except as otherwise provided in the Agreement, all parties shall bear their own attorneys' fees, costs, and expenses incurred by them in or arising out of the lawsuit and shall not seek reimbursement thereof from the Released Parties. Upon entry of this Judgment and Order, the Court permanently enjoins and forever bars the Plaintiff and/or the Aggrieved Employees from instituting or prosecuting any of the PAGA Released Claims against the Released Parties which were resolved as part of the Settlement, except as may be required to enforce the terms of the Settlement. Without affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction to enforce the terms of the Settlement.

12. Neither this Order nor the Settlement Agreement (or any other document referred to herein, or any action taken to carry out this Order) is, may be construed as, or may be used as, an admission of liability or fault by Defendant or the Released Parties, or a finding as to the validity of any claims in the Action or of any wrongdoing or violation of law that is otherwise alleged, or could have been alleged, against Defendant or the Released Parties. The Agreement is not a concession by the Parties and, to the extent permitted by law, neither the Agreement nor this Judgment and Order, nor any of their terms or provisions, nor any of the negotiations or proceedings connected with them, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability of, or admission by the Released Parties. Notwithstanding the foregoing, nothing in this Judgment and Order shall be interpreted as prohibiting the use of this Judgment and Order in a proceeding to consummate or enforce the Agreement, or the use of this Judgment and Order to defend against the assertion of claims in any other proceeding, or as otherwise required by law. This Judgment and Order and the Agreement may be filed in any action by Defendant or the Released Parties to support a defense of

res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

13. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code section 2699(l)(3).

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 11/16/2026

Honorable Carolyn B. Kuhl
Judge of the Superior Court

PROOF OF SERVICE

Monica Franco Arroyo De Berga v. Main International Group Corporation
Los Angeles County Superior Court Case No.: 25STCV06884

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s): **[PROPOSED] JUDGMENT AND ORDER**	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: **Patricia Ann Matias, Esq.** **JACKSON LEWIS P.C.** **200 Spectrum Drive, Suite 500** **Irvine, California 92618** **Telephone: (949) 885-1360** **Email: Patricia.Matias@jacksonlewis.com** **Buck N. Haddix, Esq.** **Serena A. Limas, Esq.** **JACKSON LEWIS P.C.** **725 South Figueroa Street, Suite 2800** **Los Angeles, CA 90017-5408** **Telephone: (213) 689-0404** **Facsimile: (213) 689-0430** **Email: Buck.Haddix@jacksonlewis.com** **Serena.Limas@jacksonlewis.com** ***Attorney for Defendants*** ***MAIN INTERNATIONAL GROUP CORPORATION***	
5.	a.	**By Personal Service.** I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
	b.	**By United States Mail.** I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
		(1) Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below

		(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
	c.		**By Overnight Delivery.** Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
	d.		**By Messenger Service.** I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
	e.		**By Fax Transmission.** Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
X	f.		**By Electronic Transmission.** I caused the documents to be electronically served via Case Anywhere on the date shown below to the recipients designated on the Service List with Case Anywhere.
6.	I served the documents by the means described above on August 6, 2026		

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

August 6, 2026	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)