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6 Attorneys for Plaintiff Emerald Porsche Jones,

7 individually,

8 and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SOLANO

10 EMERALD PORSCHE JONES,
11 individually and on behalf of all others
12 similarly situated,

13 Plaintiffs,

14 v.

15 WEST COAST CONVENIENCE, LLC;
16 VINTNERS DISTRIBUTORS, INC; and
DOES 1 through 20, inclusive,

17 Defendants.

Case No. FCS058783

Assigned for All Purposes to:

Hon. Tim Kam

Fairfield Room 2

**REVISED ~~PROPOSED~~ ORDER
GRANTING MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND
ENTERING JUDGMENT**

Date: September 30, 2025

Time: 9:00 a.m.

Dept. 7, Fairfield Room 2

1 This matter came on for hearing on September 30, 2025, at 9:00 a.m., in Department 7,
2 Fairfield Room 2 of the above-captioned Court on Plaintiff Emerald Porsche Jones' ("Plaintiff")
3 Motion for Approval of PAGA Settlement (the "Motion").

4 The Court has received and considered the settlement between Plaintiff, as an individual
5 and as an "aggrieved employee" acting as a private attorney general under the Labor Code Private
6 Attorneys General Act of 2004, § 2699, *et seq.* ("PAGA") on behalf of the State of California,
7 and Defendants West Coast Convenience, LLC and Vintners Distributors, Inc. ("Defendants") in
8 the above-captioned action.

9 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

10 1. The Court hereby GRANTS the Motion.

11 2. This Judgment incorporates by reference the definitions in the PAGA Settlement
12 Agreement (the "Settlement"), a copy of which is attached as Exhibit 1 to the Declaration of
13 Kristy R. Connolly in Support of Plaintiff's Motion for Approval of PAGA Settlement
14 Agreement, and all terms defined therein shall have the same meaning as set forth in the
15 Settlement.

16 3. The Court hereby approves the Parties' proposed Settlement and hereby enters
17 FINAL JUDGMENT based on the terms set forth in the Parties' Settlement in favor of Plaintiff,
18 the State of California, and the Aggrieved Employees.

19 4. ILYM Group, Inc. is approved to serve as the Administrator and is authorized to
20 perform all of the duties assigned to it in the Settlement and to disburse the following from the
21 Gross Settlement Amount in accordance with the terms of the Settlement:

- 22 a. PAGA Counsel Fees Payment of 30% of the Gross Settlement Amount
23 (which is equal to \$390,000) to PAGA Counsel;
- 24 b. PAGA Counsel Litigation Expenses Payment of \$22,555.32 to PAGA
25 Counsel;
- 26 c. Service Award of \$2,500 to Plaintiff;
- 27 d. Administrator Expenses Payment of \$14,000.00 to ILYM Group, Inc.

1 e. After making the above deductions, of the remaining Net Settlement
2 Amount, 75% (which is \$653,208.51) shall be paid to the Labor and
3 Workforce Development Agency and 25% (which is \$217,736.17) shall be
4 paid to the Aggrieved Employees as set forth in the Settlement Agreement.

5 5. The Court hereby approves, as to form and content, the notice to be distributed to
6 the Aggrieved Employees, attached to the Settlement as Exhibit A. All Individual Settlement
7 Checks will expire 180 days after the initial mailing. Any uncashed funds shall be transmitted to
8 the State Controller's Office Unclaimed Property Fund in the name of each Aggrieved Employee
9 whose check is voided.

10 6. Plaintiff's individual claims are hereby dismissed with prejudice.

11 7. The Court sets a final disbursement hearing for July 16, 2026 at 9:00 a.m., with a
12 declaration reporting on the disbursement of funds due 5 court days prior.

13 8. This Judgment is intended to be a final disposition in its entirety of the above
14 captioned action. Without affecting the finality of this judgment in any way, the Court retains
15 jurisdiction of all matters relating to the interpretation, administration, implementation,
16 effectuation, and enforcement of the Settlement pursuant to California Code of Civil Procedure
17 section 664.6.

18 IT IS SO ORDERED.

19
20 Dated: 10/03/2025



21 Hon. Tim Kam
22 Judge of the Superior Court
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1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
4 my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

5 On September 30, 2025, I served the foregoing document entitled:

6 REVISED [PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF
7 PAGA SETTLEMENT AND ENTERING JUDGMENT

8 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a
9 true copy thereof on the party(ies) addressed below as follows:

10 Jacqueline Kramer Loveless, State Bar No. 173308

11 **RYBICKI & ASSOCIATES, P.C.**

12 10 Executive Ct., Ste 204

13 Napa, CA 94558-6329

14 Phone: (707) 222-6361

15 jl@rybickiassociates.com

16 e-service@rybickiassociates.com

17 *Attorneys for Defendants:*

18 WEST COAST CONVENIENCE, LLC and VINTNERS DISTRIBUTORS, INC.

19 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
20 correspondence for mailing. Under that practice it would be deposited with the U.S.
21 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
22 in the ordinary course of business. I am aware that on motion of the party served, service
23 is presumed invalid if postage cancellation date or postage meter date is more than one
24 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
25 *R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

26 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
27 practice of Aegis Law Firm PC for collection and processing correspondence for
28 overnight delivery, and I caused such document(s) described herein to be deposited for
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

29 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
30 electronic transmission via the above listed email addresses on the date below. (*Cal.*
31 *Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

32 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
33 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
34 5(b)(2)(A).)

35 I declare under penalty of perjury under the laws of the State of California that
36 the foregoing is true and correct.

37 Executed on September 30, 2025, at Irvine, California.

38 *Laila Shams*
Laila Shams