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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS
(UNLIMITED JURISDICTION)

JUAN PERALES, on behalf of himself and as an
“Aggrieved Employee” on behalf of other
“Aggrieved Employees” under the Private
Attorneys General Act of 2004,

Plaintiff,

v.

SHIPS PIZZA, INC, a California corporation;
CENTRAL VALLEY PIZZA LLC, a California
limited liability company; TEAM CENTRAL
VALLEY, INC, a California corporation; GREG
DEGRANDIS, an individual; and DOES 1-50,
inclusive,

Defendant(s).

Case No. CV-22-004216

**[PROPOSED] ORDER AND
JUDGMENT APPROVING PAGA
SETTLEMENT AGREEMENT**

Action filed: September 19, 2022
Dept: 24, The Honorable Sonny S.
Sandhu

1 Having considered the Parties' PAGA Settlement Agreement ("Agreement" or "PAGA
2 Settlement"), IT IS HEREBY ORDERED THAT:

3 1. To the extent required by Labor Code § 2699(l), the Settlement and its terms
4 represent a reasonable and adequate settlement of highly disputed claims to Plaintiff Juan Miguel
5 Perales ("Plaintiff"), the "Aggrieved Employees" (as the term is defined in the PAGA
6 Settlement), the State of California, Plaintiff's counsel, and Defendants Ships Pizza, Inc., Central
Valley Pizza LLC, and Team Central Valley, Inc., (collectively "Defendants"), and is approved.

7 2. Defendants shall pay the "Gross Settlement Amount" (as the term defined in the
8 Settlement) in the amount of \$280,000.00. The Gross Settlement Amount includes: (a) the PAGA
9 Counsel Fees Payment in the amount of \$93,333.33 and PAGA Counsel Litigation Expenses
10 Payment of \$17,500.00 to David Glenn Spivak of The Spivak Law Firm and Walter L. Haines
11 of United Employees Law Group, PAGA Counsel; (b) "PAGA Penalties" (as the term defined in
12 the PAGA Settlement) payable to the Aggrieved Employees and the Labor and Workforce
13 Development Agency ("LWDA"); and (c) Administration Expenses Payment of up to \$20,000.00
14 to Simpluris, Inc, to administer the settlement, in accordance with the procedure as mentioned in
the Settlement.

15 3. The allocation of the Settlement payment among the Plaintiff, the Aggrieved
16 Employees, the State of California, the Administrator and Plaintiff's counsel is fair, just,
17 reasonable, adequate, and equitable to all concerned, and is approved to the extent required under
Labor Code § 2699(l).

18 4. The settlement is approved on the terms stated in the Agreement.

19 5. Judgment in this matter is entered in accordance with, and incorporates by
20 reference, the terms and conditions of the Settlement. Instead of filing a request for dismissal to
21 terminate this action, this judgment will terminate the action.

22 6. The PAGA Settlement is not an admission by Defendants, or any of the "Released
23 Parties" (as the term is defined in the Settlement), nor is this judgment a finding of the validity
24 of any allegations or of any wrongdoing by Defendants or the Released Parties. Neither this
25 judgment, the Agreement, nor any document referred to therein, nor any action taken to carry out
26 the PAGA Settlement, may be construed as, or may be used as, an admission of any fault,
27 wrongdoing, omission, concession, or liability whatsoever by or against Defendants or the
Released Parties.

7. The PAGA Settlement shall be binding on Plaintiff, all Aggrieved Employees, and the State of California, who are hereby barred from re-litigating any of the claims released by the Settlement.

8. Pursuant to Code of Civil Procedure section 664.6 the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties for purposes of enforcing the terms of the PAGA Settlement.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATE _____

**THE HONORABLE SONNY S.
SANDHU**
Superior Court Judge