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on behalf of himself and on behalf of all other
aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF FRESNO

EDUARDO VELAZQUEZ, on behalf of
himself and on behalf of all other aggrieved
employees,

Plaintiff,

vs.

CARLUCCI TRANSPORT dba CARLUCCI
TRANSPORT INC., a California corporation;
and DOES 1 through 50,
inclusive,

Defendants.

Case No. 22CECG03945

Hon. Kristi Culver Kapetan

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION FOR
APPROVAL OF PAGA SETTLEMENT
AGREEMENT; FINAL JUDGMENT**

Hearing Date: June 5, 2025
Time: 3:27 p.m.
Dept.: 502

On June 5, 2025, at 3:30 p.m. in Department 502, Plaintiff Eduardo Velazquez's ("Plaintiff") unopposed Motion for Approval of the parties' PAGA Settlement Agreement ("Settlement Agreement") came before the Court for hearing pursuant to the Private Attorney's General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiff appeared via his counsel ("PAGA Counsel") and counsel also appeared for Defendant Carlucci Transport dba Carlucci Transport Inc. ("Defendant"). There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff's Motion is GRANTED.

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

1. This Order incorporates the Settlement Agreement entered into between Plaintiff, on behalf of himself, the State of California, and all aggrieved employees on the one hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. The Settlement Agreement defines "Aggrieved Employees" as "all individuals who were employed by Defendant, as hourly, non-exempt employees in California at any time during the PAGA Period," which is "the period from September 15, 2021, through November 15, 2024."

3. The Court has considered the nature of the claims, the amount paid in Settlement, which is \$225,000.00 ("Gross Settlement Amount"), the allocation of Settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with

1 the notice requirements of California Labor Code § 2699.

2 5. Effective on the date when Defendant fully funds the entire Gross Settlement
3 Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as
4 follows:

5 Plaintiff's Release: Plaintiff and his respective former and present spouses, representatives,
6 agents, heirs, administrators, successors, and assigns generally, release and discharge Released
7 Parties from any and all claims, actions, or causes of actions he has or may have against them.
8 Plaintiff and his respective former and present spouses, representatives, agents, heirs,
9 administrators, successors, and assigns also generally, release and discharge Released Parties from
10 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
11 the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in
12 the course of the Action, including, but not limited to, civil penalties pursuant to PAGA for or
13 related to alleged violations Labor Code §§ 226 & 226.6 (Wage Statements); Labor Code §§ 510
14 & 1194 (Overtime); Labor Code § 226.7 (Rest Periods); Labor Code § 512 (Meal Periods); Labor
15 Code §§ 204, 210, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,
16 1194.2, 1197, 1198, 1199, 1670.5 (Pay All Hours Worked); Labor Code §§ 201-203 (Waiting
17 Time); and injunctive relief as it relates to the claims listed above, declaratory relief as it relates to
18 the claims listed above, liquidated damages, penalties recoverable pursuant to the claims listed
19 above, interest, fees, costs, as well as all other claims and allegations alleged in the Action,
20 throughout the PAGA Period ("Released PAGA Claims"). This release excludes the release of
21 claims not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce
22 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
23 social security benefits, workers' compensation benefits that arose at any time, or based on
24 occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or
25 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
26 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
27 notwithstanding such different or additional facts or Plaintiff's discovery of them.

28 Plaintiff's Waiver of Rights Under California Civil Code Section 1542:

1 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
2 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

3 *A general release does not extend to claims that the creditor or*
4 *releasing party does not know or suspect to exist in his or her*
5 *favor at the time of executing the release, and that if known by*
6 *him or her would have materially affected his or her settlement*
7 *with the debtor or Released Party.*

8 Release by Aggrieved Employees:

9 Upon entry of judgment, all Aggrieved Employees will be bound by the judgment and are
10 deemed to release, on behalf of themselves and their respective former and present representatives,
11 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims
12 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
13 Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course
14 of the Action, including, but not limited to, civil penalties pursuant to PAGA for or related to alleged
15 violations of Labor Code §§ 226, & 226.6 (Wage Statements); Labor Code §§ 510 & 1194
16 (Overtime); Labor Code § 226.7 (Rest Periods); Labor Code § 512 (Meal Periods); Labor Code §§
17 204, 210, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2,
18 1197, 1198, 1199, 1670.5 (Pay All Hours Worked); Labor Code §§ 201-203 (Waiting Time);
19 declaratory relief as it relates to the claims listed above, penalties recoverable pursuant to the claims
20 listed above, interest, fees, costs, as well as all other claims and allegations alleged in the Action,
21 throughout the PAGA Period ("Released PAGA Claims").

22 "Released Parties" means: Defendant and all of its present and former parents, owners,
23 subsidiaries, divisions, affiliated or related person or entities, and each of their respective officers,
24 directors, employees, partners, shareholders, attorneys, agents, executors and assigns.

25 6. Nothing in the Settlement Agreement is intended or should be construed as an
26 admission by Defendant that any of the allegations in the Operative Complaint have merit or that
27 Defendant has any liability for any claims asserted; nor should it be intended or construed as an
28 admission by Plaintiff that Defendant's defenses in the Action have merit.

7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA
Counsel for settlement purposes.

1 8. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to PAGA
2 Counsel in the total amount of **\$75,000.00**, to be paid out of the Gross Settlement Amount, as final
3 payment for and satisfaction of any and all attorney's fees arising out of the Action.

4 9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to
5 PAGA Counsel in the amount of **\$8,126.87**, to be paid out of the Gross Settlement Amount, as
6 final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

7 13. The Court appoints Phoenix to serve as the Settlement Administrator. Furthermore,
8 pursuant to the terms of the Settlement, the Court awards administration related payments in the
9 amount of **\$4,750.00** as compensation for its fees and costs in administering this Settlement. This
10 amount is to be paid out of the Gross Settlement Amount.

11 14. Pursuant to the terms of the Settlement Agreement, the PAGA Penalties of
12 approximately \$137,125.13 shall be allocated as follows: 75% (or \$102,843.85) will be paid to the
13 LWDA and the remaining 25% (or \$34,281.28) will be paid to the Aggrieved Employees pursuant
14 to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

15 16. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
16 purposes of supervising the implementation, enforcement, construction, administration, and
17 interpretation of the Settlement Agreement and this Judgment.

18 17. The Court hereby enters judgment of the entire Action, with prejudice, for the
19 reasons set forth above and upon the terms set forth in the Settlement Agreement.

20 18. This Judgment is intended to be a final disposition of the above-captioned action in
21 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
22 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

23 **IT IS SO ORDERED.**

24
25 DATED: _____ 2025

Hon. Kristi Culver Kapetan
Judge of the Superior Court