

(SIGNATURE)

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Attorneys for Plaintiff MARIA BARRERA,
on behalf of herself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES-SPRING STREET COURTHOUSE

MARIA BARRERA, on behalf of herself and
others similarly situated,

Plaintiff,

v.

BURNETT & SON MEAT CO., INC.;
EMPLOYERS OUTSOURCING, INC.;
HORIZON PERSONNEL SERVICE INC. and
DOES 1 to 100, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

03/12/2026

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

Case No.: 22STCV34309
Related Case No.: 22STCV41084

PAGA ACTION

*[Assigned for all purposes to the
Honorable Elihu M. Berle, Dept. 6]*

**REVISED [PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF A PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND JUDGMENT
THEREON**

*[Filed concurrently with the Further
Declaration of Stephen M Sloane in Support
Thereof]*

Hearing Information:

Date: March 9, 2026
Time: 8:30 a.m.
Dept.: 6

The Court, having reviewed and considered Plaintiff MARIA BARRERA ("Plaintiffs")

1 Motion for Approval of the Private Attorneys General Act (“PAGA”) Settlement and all documents
2 submitted in support of the motion, **HEREBY ORDERS AND ENTERS JUDGMENT AS**
3 **FOLLOWS:**

4 1. The Court hereby grants Plaintiffs’ Motion for Approval of PAGA Settlement. For
5 purposes of this Final Order and Judgment (“Order”), the Court adopts all defined terms as used in
6 the Amended Settlement Agreement. A copy of the Amended Settlement Agreement is attached as
7 **Exhibit 1** to the Further Declaration of Stephen M. Sloane in Support of Plaintiffs’ Motion for
8 Approval of PAGA Settlement and is made part of this Order.

9 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the Aggrieved
10 Employees, and Defendant. The Aggrieved Employees consist of all current and former hourly non-
11 exempt employees who worked in California for Defendant at any time from October 25, 2021,
12 through August 18, 2025, or the date the Court enters a judgment on its order approving the
13 Settlement, whichever is earlier (“PAGA Period”).

14 3. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code
15 section 2699, *et seq.*, the Court approves the Settlement and finds that it is fair and reasonable and provides
16 genuine and meaningful relief consistent with the underlying purpose of PAGA to benefit the public.

17 4. The Court finds that notice of the Settlement was provided to the Labor and Workforce
18 Development Agency (“LWDA”), as required by Labor Code § 2699(1)(2).

19 5. The Court approves the terms set forth in the Amended Settlement Agreement and
20 finds that the Amended Settlement Agreement is, in all respects, fair, adequate, and reasonable and
21 directs the Parties to effectuate the Amended Settlement Agreement according to its terms. The Court
22 finds that the Amended Settlement Agreement has been reached as a result of informed and non-
23 collusive arm’s-length negotiations. The Court further finds that the Parties were able to reasonably
24 evaluate their respective positions. The Court also finds that settlement now will avoid additional
25 and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to
26 litigate the case.

27 6. The Amended Settlement Agreement is not an admission by Defendants or by any
28 other of the Released Parties, nor is this Order a finding of the validity of any allegations or of any

1 wrongdoing by any Defendants or any other Released Parties. Neither this Order, the Amended
2 Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the
3 Amended Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
4 wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of the
5 other Released Parties.

6 7. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to
7 the Administrator no later than twenty-one (21) days after the Effective Date of the Settlement.

8 8. The entire Net Settlement Amount (the remainder of the Settlement Amount after
9 deducting Plaintiff's counsel's fees (\$66,666.67) actual, reasonable litigation costs (\$19,680.97), the
10 costs of administration (not to exceed \$6,000.00) and the Plaintiff's service award (\$1,000) from the
11 \$200,000.00 Gross Settlement Amount) shall be allocated for payment of civil penalties and shall be
12 distributed 75% (approximately \$79,989.00) to the LWDA as the LWDA PAGA Payment and 25%
13 (approximately \$26,663.00) to the Aggrieved Employees as the Aggrieved Employee PAGA Penalties
14 (to be distributed pro rata as Individual PAGA Payments). The Court authorizes the Settlement
15 Administrator to calculate the Net Settlement Amount inclusive of the LWDA Payment and the
16 PAGA Aggrieved Employees Payment in accordance with the terms of the Amended Settlement
17 Agreement.

18 9. The PAGA Aggrieved Employees Payment shall be distributed to Aggrieved
19 Employees pro rata based on the number of Pay Periods worked by each Aggrieved Employee for
20 Defendant during the PAGA Period, according to the terms of the Amended Settlement Agreement.
21 "Aggrieved Employee" means a person employed by Defendants in California and classified as an
22 hourly, non-exempt employee who worked Defendants during the PAGA Period. "PAGA Period"
23 means the period from October 25, 2021, through August 18, 2025, or the date the Court enters a
24 judgment on its order approving the Settlement, whichever is earlier.

25 10. To the extent that there is any remainder in the Net Settlement Amount, such remainder
26 shall be distributed to Aggrieved Employees pro rata based on the number of Pay Periods worked by
27 each Aggrieved Employee for Defendants during the PAGA Period.

28 11. The Settlement Administrator shall distribute funds pursuant to the procedure

described in the Amended Settlement Agreement.

12. The Court hereby confirms Lavi & Ebrahimian, LLP as PAGA Counsel.

13. The Court hereby confirms ILYM Group, Inc. as the Settlement Administrator and confirms that costs in the amount of no more than \$6,000.00 for administration of the settlement are reasonable.

14. The Court hereby awards to PAGA Counsel attorneys' fees in the amount of \$66,666.67, one-third (1/3) of the Gross Settlement Amount and actual, reasonable litigation costs in the amount of \$19,680.97. The payment of fees and costs to PAGA Counsel shall be made in accordance with the terms of the Amended Settlement Agreement.

15. The Court hereby approves a PAGA Representative Service Payment of \$1,000.00 to Plaintiff from the Gross Settlement Amount, for Plaintiff's efforts in bringing these actions. The Court authorizes the Settlement Administrator to make this payment, in accordance with the terms of the Amended Settlement Agreement.

16. All settlement checks will remain valid for 180 days. Those funds represented by uncashed checks which remain outstanding 180 days after mailing of the Settlement checks by the Settlement Administrator will be voided. The Administrator will cancel all the checks not cashed by the void date.

17. The Court approves the PAGA Settlement Payment Notice to accompany payments to PAGA Members attached as **Exhibit A** to the Amended Settlement Agreement.

18. The Court further orders, adjudges and decrees that upon Approval by the Court of this Settlement and Defendants' full funding of the entire Gross Settlement Amount, Plaintiff and all other Aggrieved Employees are deemed to fully and forever release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

19. The Court orders the Parties to appear at a hearing on the Order to Show Cause re Compliance with Settlement Terms on September 22, 2026 at 8:30 a.m. in Department 6.

1 20. The Settlement Administrator shall file a final report by September 14, 2026,
2 indicating the total amount paid to the LWDA and the Aggrieved Employees and confirming that
3 uncashed funds have been distributed.

4 21. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction
5 with respect to the interpretation, implementation, and enforcement of the Settlement and all order
6 and judgment entered in connection therewith.



Elihu M. Berle

03/12/2026

Dated: _____

Elihu M. Berle / Judge

Hon. Elihu M. Berle,
Los Angeles County Superior Court Judge

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 West Olympic Boulevard, Suite 200, Beverly Hills, California 90211.

On March 27, 2026, I served the foregoing documents, described as:

NOTICE OF ENTRY OF JUDGEMENT OR ORDER

on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

Attorneys for Defendants BURNETT & SON MEAT CO., INC. BORIS SORSHER (SBN 251718) bsorsher@fisherphillips.com ASHTON M. RILEY (SBN 310528) ariley@fisherphillips.com KELSEY L. WONG JAVIER (SBN 316738) kjavier@fisherphillips.com FISHER & PHILLIPS LLP 2050 Main Street, Suite 1000 Irvine, California 92614 Telephone: (949) 851-2424 Facsimile: (949) 851-0152	Attorneys for Defendants EMPLOYER'S OUTSOURCING, INC. and HORIZON PERSONNEL SERVICES, INC Ronald Z. Gomez, Esq. (SBN 229708) rgomez@koreyrichardsonlaw.com Victor Russame, Esq. (SBN 236851) vrussame@koreyrichardsonlaw.com KOREY RICHARDSON LLP 811 Wilshire Boulevard, 17th Floor Los Angeles, California 90017 Telephone: (310) 941-2064 Facsimile: (213) 221-4739
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- ☒ **(BY ELECTRONIC MAIL)** As follows: I caused such documents to be emailed to the attorneys listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed March 27, 2026, at Beverly Hills, California.

/s/ Maria Romero
Maria Romero