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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF RIVERSIDE**
11 **(UNLIMITED JURISDICTION)**

12 JOSE JESUS SANCHEZ,

13 Plaintiff,

14 vs.

15 JSJ FOODS, INC.; JEFFREY BARNES;
16 SHIRLEY BARNES; and DOES 1 to 25,
17 inclusive

18 Defendants.

Case No.: CVRI2403294

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

Action filed: June 10, 2024

Hearing Date: December 3, 2024

Hearing Time: 8:30 a.m.

Hearing Dept: 1, Hon. Harold W. Hopp

Submitted Herewith Under Separate Cover:

1. Plaintiff's Notice of Unopposed Motion and Motion for Approval of PAGA Settlement;
2. Declaration of Harout Messrelian;
3. Declaration of Jose Jesus Sanchez;
4. Declaration of Michael Moore;

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 ("PAGA"), the Motion of Plaintiff Jose Jesus Sanchez ("Plaintiff") for Approval of Settlement
3 under PAGA came before this Court on December 3, 2024.

4 Plaintiff's Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in
6 relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the
7 letters to the Labor Workforce and Development Agency ("LWDA") dated October 25, 2022
8 and November 1, 2023 (the "LWDA Letters"), on behalf of all persons within the State of
9 California who are or were employed by Defendants JSJ Foods, Inc., Jeffrey Barnes, and
10 Shirley Barnes ("Defendants" or "JSJ") from February 15, 2022 through the date of Court
11 approval (the "Aggrieved Employees").

12 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review
13 and approve any settlement of any civil action filed pursuant to this part." Lab. Code §
14 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
15 Settlement Agreement, including the proposed PAGA penalties, under Labor Code §
16 2699(1)(2), having considered the papers filed in support of the proposed settlement and the
17 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

- 18 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 19 2. The Court finds in favor of settlement approval, and therefore approves the Settlement
20 of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and
21 other terms, as fair, just, reasonable, and adequate;
- 22 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of
23 California, by operation of this Order and Judgment hereby releases and forever discharges
24 Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all
25 Released Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiff's
26 Complaint, including any and all known and unknown claims for civil penalties under the Private
27 Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise;
- 28

1 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
2 State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved
3 Employees, on behalf of the State of California, as to the Released Claims and Released Parties;

4 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
5 Defendants are directed to make all payments required by the Settlement Agreement;

6 6. Under the Settlement Agreement, Defendants agree to pay a maximum sum of Seventy
7 Thousand Dollars and Zero Cents (\$70,000.00) (the "Gross Settlement Amount"). The Gross
8 Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, PAGA
9 Counsel's Fees Payment and PAGA Counsel's Litigation Expenses Payment, and Administration
10 Expenses Payment. No portion of the Gross Settlement Amount will revert to Defendants. Plaintiff's
11 Counsel requests an award of attorney's fees of Twenty-Three Thousand Three-Hundred Eleven
12 Dollars and Zero Cents (\$23,311.00) and litigation costs of Nine Thousand One Hundred Fifty-Five
13 Dollars and Forty-Eight Cents (\$9,155.48). The settlement administrator, Phoenix Settlement
14 Administrators, requests administration costs of Four Thousand Five Hundred Dollars and Zero Cents
15 (\$4,500.00). Defendants do not oppose these requests. The Court finds the Gross Settlement Amount
16 is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement
17 Administrator to make the above payments to payments from the Gross Settlement Amount as follows:

- 18 a. \$23,311.00 in attorney's fees to Messrelian Law Inc.;
- 19 b. \$9,155.48 in litigation costs to Messrelian Law Inc.;
- 20 c. \$4,500.00 in administration costs to Phoenix Settlement Administrators; and
- 21 d. After deducting the foregoing payments, the estimated remainder of approximately
22 \$33,013.52 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section
23 2699(i), the NSA will then be distributed 75 percent (\$24,760.14) to the LWDA, and the
24 remaining 25 percent (\$8,253.38) to the Aggrieved Employees on a pro rata basis, as set forth in
25 the Settlement Agreement. The Court approves these payments, and directs the Settlement
26 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
27 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its
28 duties as set forth in the Settlement Agreement.

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7. A non-appearance Final Accounting Hearing shall be set for _____
at _____ a.m/p.m in Department ____ of this Court. Plaintiff's counsel shall file a declaration
from Phoenix Settlement Administrators regarding the disbursement of the PAGA settlement
funds, including the amount of money distributed and/or uncashed, by _____.

8. The Court reserves exclusive and continuing jurisdiction over the Action and the
Parties under Code of Civil Procedure§ 664.6 for the purpose of supervising implementation,
enforcement, construction, administration, and interpretation of the Settlement Agreement.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED: _____

HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT