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ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 06/13/2025
By Deputy: Maldonado, Esther

5 Attorneys for Plaintiff,
6 Margarita Soto Alvarez on behalf of herself
7 and all similarly aggrieved employees

8 **SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF MONTEREY**

10 MARGARITA SOTO ALVAREZ, on behalf
11 of herself and all similarly aggrieved
12 employees,

12 Plaintiff,

13 v.

14 JALISCIENSE-GRULLO CORP.; and DOES
15 1 through 50, inclusive,

16 Defendants.

Case No.: 23CV002609

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT AND
DISMISSING THE CLASS CLAIMS**

Date: June 13, 2025

Time: 8:30 a.m.

Dept.: 15

Complaint Filed: August 10, 2023

1 Plaintiff Margarita Soto Alvarez ("Plaintiff") and Defendant Jalisciense-Grullo Corp.
2 ("Defendant") (Plaintiff and Defendant together, the "Parties") have entered into the Private
3 Attorneys General Act Settlement Agreement ("Settlement Agreement") to settle the above-
4 captioned representative action subject to the Court's approval (the "Settlement").
5 Appearances for Plaintiff and Defendant (Plaintiffs and Defendants shall collectively be
6 referred to as the "Parties") were noted on the record.

7 This Court having reviewed and considered the Settlement¹, and having reviewed the
8 record in this action, and good cause appearing therefor, **IT IS HEREBY ORDERED,**
9 **ADJUDGED AND DECREED AS FOLLOWS:**

10 1. Defendant shall pay the total Gross Settlement Amount of Forty-Six Thousand
11 Dollars and 00/100 Cents (\$46,000.00); to resolve the Action.

12 2. From the Gross Settlement Amount, Plaintiff's Counsel is awarded Fifteen
13 Thousand Three Hundred Eighteen Dollars and 00/100 Cents (\$15,318.00), for attorneys'
14 fees and Three Thousand Six Hundred Eighty-Five Dollars and 87/100 Cents (\$3,685.87) for
15 costs incurred in the Action. The fees and costs shall be distributed as set forth in the
16 Settlement.

17 3. From the Gross Settlement Amount, Two Thousand Five Hundred Dollars and
18 00/100 Cents (\$2,750.00) shall be paid to the Settlement Administrator, Phoenix Settlement
19 Administrators.

20 4. After deducting the attorneys' fees and costs and settlement administration
21 amounts from the Gross Settlement Amount, the remaining balance constitutes the PAGA
22 Fund.

23 5. From the PAGA Fund, pursuant to the Labor Code Private Attorneys General
24 Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), Twenty-Four Thousand
25 Two Hundred Forty-Six Dollars and 13/100 Cents (\$24,246.13) shall be paid to the Labor
26 and Workforce Development Agency; and Six Thousand Sixty-One Dollars and 53/100
27 Cents (\$6,061.53) to the PAGA Members.

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¹ The terms used herein utilize the same definitions as set forth in the Settlement Agreement.

1 6. This Judgment incorporates by reference the definitions in the Settlement
2 Agreement, and all terms defined therein shall have the same meaning as set forth in the
3 Settlement Agreement.

4 7. This Judgment is entered as part of a settlement and the Court has made no
5 findings of liability or provided any notice of PAGA violations.

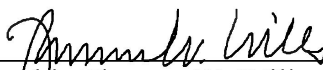
6 8. As a result of this Judgment, Plaintiff, the State of California, and the PAGA
7 Settlement Members shall release the Released Parties from the Released Claims as fully set
8 forth in the Settlement Agreement. The Settlement is not an admission of liability or
9 wrongdoing by Defendant, nor is this Order a finding of the validity of any claims in the
10 Action or of any fault, omission, or wrongdoing by Defendant.

11 9. This Judgment is intended to be a final disposition in its entirety of the above-
12 captioned action. Without affecting the finality of this judgment in any way, the Court retains
13 jurisdiction of all matters relating to the interpretation, administration, implementation,
14 effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

15 10. Any checks issued by the Settlement Administrator to the PAGA Settlement
16 Members shall be negotiable for not less than one hundred and eighty (180) days from the date
17 of their issuance. Any individual payment not cashed within 180 days from the date of its
18 issuance shall be paid to the following *cy pres* recipient: Watsonville Law Center.

19 11. The Court sets a compliance hearing to address the distribution of the funds for
20 December 9, 2025 ^{9:00}, at ~~8:30~~ a.m. Counsel shall file a declaration from
21 the Settlement Administrator regarding the distribution of funds, including funds issued to the
22 *cy pres* recipient, at least 14 days prior to the hearing.
23 **No appearance necessary if a declaration showing payment is filed prior to that date.**
IT IS SO ORDERED.

24 Dated: June 13, 2025

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Honorable Thomas W. Wills

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On the date written below, I served the foregoing document(s), described as **[PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION TO APPROVE SETTLEMENT AGREEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT AND DISMISSING THE CLASS CLAIMS** on the interested parties in this action as indicated below and by the following means:

Attorneys for Defendant,
JALISCIENSE-GRULLO CORP.

Josie Favila