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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN DIEGO

11 OSCAR BARBA, as an aggrieved employee
pursuant to the Private Attorneys General Act
12 ("PAGA"), on behalf of the State of California
and other aggrieved employees,

13 Plaintiffs,

14 vs.

15 JJC FOODS, LLC, a California limited liability
company; CENTURY FAST FOODS, INC., a
16 California corporation; CENTURY FAST
FOODS, LLC, a California limited liability
17 company; CENTURY FAST FOODS IV, LLC,
a California limited liability company; WEST
18 SIDE FAST FOODS, LLC, a California limited
liability company; and DOES 1 through 10,
19 inclusive,

20 Defendants.
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RECEIVED
April 28, 2025

FILED

MAY 23 2025

By: V. Contreras, Deputy

Case No. 37-2023-00009386-CU-OE-CTL

Assigned to the Hon. Gregory W. Pollack

**[PROPOSED] ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: May 23, 2025

Time: 9:30 a.m.

Place: Department C-71

Complaint Filed: March 6, 2023

Trial Date: None Set

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1 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
2 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
3 concession, or liability whatsoever by or against Defendant.

4 8. The Court approves the gross settlement amount of \$650,000. After deducting the
5 approved amounts for the attorneys' fees and costs, service award, and settlement administration costs,
6 the net settlement amount of \$402,690.18 will be allocated as follows: Seventy-Five Percent (75%), or
7 approximately \$302,017.64, shall be paid to the California Labor and Workforce Development Agency,
8 and the remaining Twenty-Five Percent (25%), or approximately \$100,672.54, shall be paid to
9 Aggrieved Employees.

10 9. The Court hereby awards \$216,667 in attorneys' fees and \$14,092.82 costs to Plaintiff's
11 Counsel, Capstone Law APC.

12 10. The Court approves a Service Award of \$10,000 to Oscar Barba.

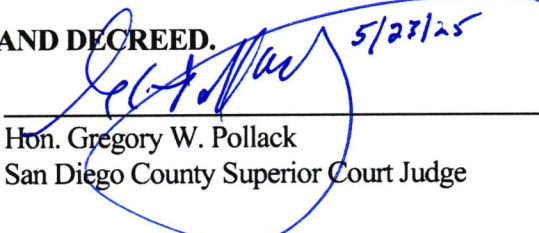
13 11. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator, and
14 approves Settlement Administration Costs of \$6,550.

15 12. This Judgment shall be binding on all Aggrieved Employees and the State of California,
16 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the
17 Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
18 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
19 under PAGA is binding not only on the named employee plaintiff but also on state labor law
20 enforcement agencies and any aggrieved employee not a party to the proceeding).

21 13. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
22 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
23 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

24 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

25 Date _____

26 
Hon. Gregory W. Pollack
San Diego County Superior Court Judge