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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

JAVIER HERNANDEZ, JR., on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

DGDG 1, LLC, a California Limited Liability Company;
DGDG 2, LLC, a California Limited Liability Company;
DGDG 3, LLC, a California Limited Liability Company;
DGDG 4, LLC, a California Limited Liability Company;
DGDG 5, LLC, a California Limited Liability Company;
DGDG 6, LLC, a California Limited Liability Company;
DGDG 7, LLC, a California Limited Liability Company;
DGDG 8, LLC, a California Limited Liability Company;
DGDG 9, LLC, a California Limited Liability Company;
DGDG 10, LLC, a California Limited Liability Company;
DGDG 11, LLC, a California Limited Liability Company;
DGDG 12, LLC, a California Limited Liability Company;
DGDG 13, LLC, a California Limited Liability Company;
DGDG 14, LLC, a California Limited Liability Company;
DGDG 15, LLC, a California Limited Liability Company;
DGDG 16, LLC, a California Limited Liability Company;
DGDG 17, LLC, a California Limited Liability Company;
DGDG 18, LLC, a California Limited Liability Company;
DGDG 19, LLC, a California Limited Liability Company;
DGDG 20, LLC, a California Limited Liability Company;
DGDG 21, LLC, a California Limited Liability Company;
DGDG 22, LLC, a California Limited Liability Company;
DGDG 23, LLC, a California Limited Liability Company;
DGDG MANAGEMENT, LLC, a California Limited
Liability Company; DEL GRANDE ENTERPRISES,
INC., a California Corporation; and DOES 1 through 50,
inclusive,, a Corporation; and DOES 1 to 50, inclusive,
Defendants.

Case No. **23CV416770**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: December 3, 2025

Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner

Dept.: 19

Action Filed: May 31, 2023

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on December 8, 2025, the Court entered the
3 Judgment in the above-entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5
6 Respectfully submitted,

7
8 Dated: December 9, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

9
10 By: /s/ Kyle Nordrehaug
11 Kyle R. Nordrehaug
12 Attorneys for Plaintiff
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On December 9, 2025, I served the document(s) described as:

1. NOTICE OF ENTRY OF JUDGMENT

X **(BY ELECTRONIC SERVICE):** I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

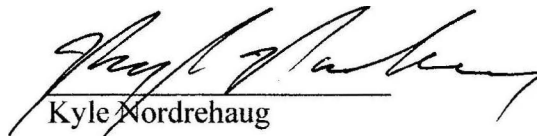
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Attorneys for Defendants

X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X **(State):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 9, 2025, at South Lake Tahoe, California.



Kyle Nordrehaug

EXHIBIT #1

Filed
December 8, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV416770
By: afloresca

12/8/2025 4:28:25 PM

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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INC., a California Corporation; and DOES 1 through 50,
inclusive,, a Corporation; and DOES 1 to 50, inclusive,
Defendants.

Case No. **23CV416770**

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

Hearing Date: December 3, 2025
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: May 31, 2023
Trial Date: Not Set

ORDER AND JUDGMENT

1. Plaintiff Javier Hernandez, Jr., (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code § 2699(l), against Defendants DGDG 1, LLC, DGDG 2, LLC, DGDG 3, LLC, DGDG 4, LLC, DGDG 5, LLC, DGDG 6, LLC, DGDG 7, LLC, DGDG 8, LLC, DGDG 9, LLC, DGDG 10, LLC, DGDG 11, LLC, DGDG 12, LLC, DGDG 13, LLC, DGDG 14, LLC, DGDG 15, LLC, DGDG 16, LLC, DGDG 17, LLC, DGDG 18, LLC, DGDG 19, LLC, DGDG 20, LLC, DGDG 21, LLC, DGDG 22, LLC, DGDG 23, LLC, DGDG Management, LLC, and Del Grande Enterprises, Inc., (“Defendants”).

2. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement (“Agreement”), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency (“LWDA”).

3. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Agreement which was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$1,760,000, which includes the PAGA Payment, attorneys’ fees (“PAGA Counsel Fees Payment”) in the amount of \$586,667 (which is one-third of the PAGA Settlement), payable to “PAGA Counsel” which means: the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) and Blackstone Law (“BSL”), as follows: 78% (\$457,600.25) to BNBD, and 22% (\$129,066.75) to BSL; reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an amount of \$23,172.44, payable to BNBD in the amount of \$21,399.25; and BLG in the amount of \$1,774.18; Service Award to the Plaintiff in the amount of \$10,000.00 (“Service Award”); and Settlement Administration Costs (“Administration Expenses Payment”) in the amount of \$10,990.00. The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration

1 Expenses Payment, and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses
2 Payment, is no less than \$1,128, 070.56 and shall be allocated to Labor Code 2699 penalties, including
3 other civil penalties specified in the Labor Code, of which 75% of the payment will be paid to the
4 LWDA (no less than \$846,052.50) and 25% will be paid to the Aggrieved Employees (no less than
5 \$282,017.64).

6 4. The Court, having reviewed the evidence and papers submitted and argument of
7 counsel, pursuant to Labor Code section 2699(1)(2) hereby adopts the tentative ruling, subject to the
8 revision of (1) the Settlement Expenses Payment totaling \$10,990; and (2) the Service Award to the
9 Plaintiff in the amount of \$10,000.00, and GRANTS the Plaintiff's motion and approves the PAGA
10 settlement as set forth in the Agreement and the PAGA Payment, which shall be allocated and paid
11 out as set forth in the Agreement.

12 5. The "Aggrieved Employees" are defined as all individuals who are or previously were
13 employed by Defendants DGDG 1, LLC, and/or DGDG 2, LLC, and/or DGDG 3, LLC, and/or DGDG
14 4, LLC, and/or DGDG 5, LLC, and/or DGDG 6, LLC, and/or DGDG 7, LLC, and/or DGDG 8, LLC,
15 and/or DGDG 9, LLC, and/or DGDG 10, LLC, and/or DGDG 11, LLC, and/or DGDG 12, LLC, and/or
16 DGDG 13, LLC, and/or DGDG 14, LLC, and/or DGDG 15, LLC, and/or DGDG 16, LLC, and/or
17 DGDG 17, LLC, and/or DGDG 18, LLC, and/or DGDG 19, LLC, and/or DGDG 20, LLC, and/or
18 DGDG 21, LLC, and/or DGDG 22, LLC, and/or DGDG 23, LLC, and/or DGDG Management, LLC,
19 and/or Del Grande Enterprises in California and classified as a non-exempt employee at any time
20 during the PAGA Period. The PAGA Period means the period from December 20, 2021 to August 31,
21 2025.

22 6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
23 Amount, Defendant and the Released Parties (as defined in the Agreement) shall be entitled to a release
24 of the Released PAGA Claims. The "Released PAGA Claims" means any and all claims for PAGA
25 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
26 Operative Complaint, and the PAGA Notices submitted by Plaintiff to the LWDA, which occurred
27 during the PAGA Period. (collectively the "Released PAGA Claims"). The Released PAGA Claims
28 The Released PAGA Claims expressly exclude all other claims, including Plaintiff's Individual

1 Settlement Payment which is subject to a separate release, claims for vested benefits, wrongful
2 termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
3 Social Security, workers' compensation, California class claims, and PAGA claims outside of the
4 PAGA period.

5 7. This settlement (including this Order) cannot be used, directly or indirectly, to
6 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
7 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
8 statute, ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation),
9 or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement
10 (including this Order) shall not be construed to be an admission by Defendant of any liability or
11 wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically
12 disclaims any such liability or wrongdoing.

13 8. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this Order
14 and Judgment to the LWDA within 10 days after its entry.

15 9. This claim asserted under PAGA in this action is dismissed with prejudice. After entry
16 of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure § 664.6, retain
17 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
18 and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement
19 benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution
20 of settlement benefits.

21 10. For any Aggrieved Employee whose check is uncashed and cancelled after the void
22 date, the Administrator shall transmit the funds represented by such checks to the Cy Pres Recipient
23 in accordance with California Code of Civil Procedure Section 384, subd. (b). The Parties have
24 selected and the Court approves Working Wardrobes at Work as the Cy Pres Recipient.

25 11. The parties shall return for a compliance hearing to occur in Department 19 on July 8,
26 2026 at 2:30 PM. At least ten court days before the hearing, class counsel and the settlement
27 administrator shall submit a summary accounting of the net settlement fund identifying distributions
28 made as ordered herein; the number and value of any uncashed checks; the status of any unresolved

1 issues; and any other matters appropriate to bring to the court's attention. Counsel may appear at the
2 compliance hearing remotely.

3 12. Plaintiff shall prepare the order in accordance with California Rules of Court, rule
4 3.1312.

5 13. The Case Management Conference scheduled for 2:30 p.m. on December 3, 2026 is
6 VACATED.

7 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
8 **ENTERED ACCORDINGLY.**

9 DATED: December 8, 2025

10 
11 THE THEODORE C. ZAYNER
12 JUDGE OF THE SUPERIOR COURT
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