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SUPERIOR COURT OF THE STATE OF CALIFORNIA

**FOR THE COUNTY OF SANTA CLARA
(UNLIMITED JURISDICTION)**

EDUARDO MARTINEZ GUIZAR,

Plaintiff,

vs.

AIR CULINAIRE WORLDWIDE, LLC;
and DOES 1 to 25, inclusive,

Defendants.

Case No.: 23CV415879

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

Action filed: May 4, 2023
Hearing Date: April 24, 2025
Hearing Time: 1:30 p.m.
Hearing Dept: 7, Hon. Charles F. Adams

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 ("PAGA"), the Motion of Plaintiff Eduardo Martinez Guizar ("Plaintiff") for Approval of
3 Settlement under PAGA came before this Court on April 24, 2025.

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 letter to the Labor Workforce and Development Agency ("LWDA") dated January 10, 2023
8 (the "LWDA Letter"), on behalf of all persons within the State of California who are or were
9 employed by Defendant Air Culinaire Worldwide ("Defendant" or "Air Culinaire Worldwide")
10 during the PAGA Period of January 10, 2022 to September 26, 2024 (the "PAGA Group
11 Members").

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 PAGA
3 Group Members, 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, Defendant agrees to pay a maximum sum of One
7 Hundred Seventy Thousand Dollars (\$170,000.00) (the "Gross Settlement Amount"). The Gross
8 Settlement Amount is inclusive of payments to the LWDA, the PAGA Group Members, PAGA Group
9 Counsel's Attorneys' Fees, PAGA Group Counsel's Litigation Expenses Payment, and the Settlement
10 Administrator Payment. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's
11 Counsel requests an award of attorney's fees of Fifty-Nine Thousand Five Hundred dollars (\$59,500)
12 and litigation costs of Eleven Thousand Seven Hundred Eighty Three Dollars and Sixty Cents
13 (\$11,783.60). The settlement administrator Simpluris, Inc., requests administration costs of Three
14 Thousand Two Hundred Fifty Dollars (\$3,250). Defendant does not oppose these requests. The Court
15 finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these
16 payments, and directs the Settlement Administrator to make the above payments to payments from the
17 Gross Settlement Amount as follows:

- 18 a. \$59,500.00 in attorney's fees to Messrelian Law Inc.;
- 19 b. \$11,783.60 in litigation costs to Messrelian Law Inc.;
- 20 c. \$3,250.00 in administration costs to Simpluris, Inc.; and
- 21 d. After deducting the foregoing payments, the estimated remainder of approximately
22 \$95,466.40 shall form the Net Settlement Amount. Pursuant to Labor Code section 2699(i), the
23 Net Settlement Amount will then be distributed 75 percent (\$71,599.80) to the LWDA, and the
24 remaining 25 percent (\$23,866.60) to the PAGA Group Members on a pro rata basis, as set forth
25 in the Settlement Agreement. The Court approves these payments, and directs the Settlement
26 Administrator to issue checks to the LWDA and PAGA Group Members, along with the PAGA
27 Group Notice, as set forth in the Settlement Agreement, and to otherwise carry out its duties as
28 set forth in the Settlement Agreement.

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

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

5
6 DATED: _____

HON. CHARLES F. ADAMS
JUDGE OF THE SUPERIOR COURT