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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MONTEREY

JENNIFER GOLEMAN, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

PACKERS SANITATION SERVICES,
LTD., LLC, a Limited Liability Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV003770

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

Hearing Date: May 22, 2026
Hearing Time: 8:32 a.m.

Judge: Hon. Thomas W. Wills
Dept.: 15

Action Filed: July 5, 2023
Transferred: November 17, 2023
Trial Date: Not Set

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ORDER AND JUDGMENT

1. Plaintiff Jennifer Goleman (“Plaintiff”) moves for approval of the settlement of Plaintiffs’ claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code § 2699(l), against Defendant Hackers Sanitation Services, Ltd., LLC (“Defendant”).

2. Plaintiffs 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 (“Settlement 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.

3. The Parties seek approval of the settlement of Plaintiffs’ PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$1,430,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$12,950) for ILYM Group, Inc. to administer the settlement, Service Award to Plaintiff in the amount of \$15,000, PAGA Counsel Fees Payment in the amount of \$476,666 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses Payment in the amount of \$29,116.24. The PAGA Payment in the amount of \$896,267.76, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, the Service Award and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor Code 2699 penalties of which 75% of the payment will be paid to the LWDA (no less than \$672,200.82) and 25% will be paid to the Aggrieved Employees (no less than \$224,066.94).

4. The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiffs’ motion and approves the PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment,

1 which shall be allocated and paid out as set forth in the Settlement Agreement.

2 5. The “Aggrieved Employees” are defined as all individuals who are or previously were
3 employed Defendant in California and classified as a non-exempt employee during the PAGA Period.
4 The PAGA Period is the period from July 5, 2022 to March 20, 2026.

5 6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
6 Amount, Defendant and the Released Parties (as defined in the PAGA Settlement Agreement) shall
7 be entitled to a release of the Released PAGA Claims. The “Released PAGA Claims” are all claims
8 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated
9 in the Operative Complaint, and the PAGA Notices submitted by Plaintiff to the LWDA, which
10 occurred during the PAGA Period, including violations of California Labor Code sections 201, 202,
11 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 551, 552, 558, 1174(d),
12 1194, 1197, 1197.1, 1198, 2800, 2802, California Code of Regulations, Title 8, Section 11040,
13 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide
14 Seating), violation of applicable Industrial Welfare Commission Wage Order(s) including but not
15 limited to IWC Wage orders 4-2001 and 5-2001, and pursuant to California Labor Code section
16 2699.5, and expressly excluding all other claims, including claims for vested benefits, wrongful
17 termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
18 social security, workers’ compensation, and California class claims, and Plaintiff’s individual claims
19 that are subject to a separate release, and PAGA claims outside of the PAGA period.

20 7. This settlement (including this Order) cannot be used, directly or indirectly, to
21 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
22 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
23 statute, ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation),
24 or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement
25 (including this Order) shall not be construed to be an admission by Defendant of any liability or
26 wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically
27 disclaims any such liability or wrongdoing.
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1 8. This claim asserted under PAGA in this action is dismissed with prejudice. After entry
2 of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain
3 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
4 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
5 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the
6 distribution of settlement benefits.

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

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10 DATED: _____

11 THE HONORABLE THOMAS W. WILLS
12 JUDGE OF THE SUPERIOR COURT
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