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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE**

VICTOR BARCENAS, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

v.

BESHAY FOODS, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: CVRI2301510

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

Hearing Date: April 4, 2025
Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp
Dept.: 1

Complaint Filed: March 24, 2023
Trial Date: Not Set

ORDER AND JUDGMENT

Plaintiff Victor Barcenas (“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 Defendant Beshay Foods, Inc. (“Defendant”).

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 (“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.

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 Settlement Agreement which was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$385,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$13,500) for ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the amount of \$128,333 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses Payment in the amount of \$20,082.76. The PAGA Payment of no less than \$218,167, 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 and 75% of the payment will be paid to the LWDA (no less than \$163,625.25) and 25% will be paid to the Aggrieved Employees (no less than \$54,541.75).

The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiff’s motion and approves the PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be allocated and paid out as set forth in the Settlement Agreement.

1 The “Aggrieved Employees” are defined as all individuals who are or previously were employe
2 by Defendant in California and classified as a non-exempt employee at any time during the PAGA
3 Period. The PAGA Period is the period from January 3, 2022 to July 22, 2024 unless otherwise defined
4 in Section III(C) of the Settlement Agreement.

5 Upon the Effective Date, the Released Parties shall be entitled to a release from Plaintiff and
6 the State of California for any “PAGA Released Claims”, means all claims for PAGA penalties that
7 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
8 Complaint, and/or the PAGA Notices submitted by Plaintiff to the LWDA, which occurred during the
9 PAGA Period, including failure to pay minimum wages, rounding, failure to pay overtime, failure to
10 pay sick and vacation wages, failure to provide compliant meal and rest periods, failure to pay
11 premiums for non-compliant meal and rest breaks, waiting time penalties, failure to keep accurate
12 records, inaccurate wage statements, failure to timely pay wages, failure to reimburse expenses, failure
13 to provide suitable seating, and penalties pursuant to the Private Attorneys General Act of 2004, Labor
14 Code sections 201, 202, 203, 204 et seq., 210, 218, 221, 226, 226.7, 227.3, 246 et seq., 510, 512, 558,
15 1194, 1197, 1197.1, 1198, 2698, 2699 et seq., 2699.3, 2699.5, 2802, the applicable Industrial Welfare
16 Commission Orders and California Code of Regulations, Title 8, sections 11040, 11050 and 1070, and
17 all other claims for civil penalties that could have been sought by the Labor Commissioner for the
18 violations identified in Plaintiff’s pre-filing letter to the LWDA. Plaintiff does not release any aggrieved
19 employee’s claim for wages or damages. The PAGA release shall bind only Plaintiff and the State of
20 California as to the PAGA Released Claims and shall not include claims outside of the PAGA Period,
21 unrelated PAGA claims, or PAGA claims related to wrongful termination, unemployment insurance,
22 disability, social security, or workers’ compensation. With the exception of the named Plaintiff, in no
23 event shall the release in the Agreement release any individual claims of any individuals outside of the
24 PAGA Released Claims.

25 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
26 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
27 proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
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1 regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any liability,
2 obligation, or duty at law or in equity, or for any other purpose. This settlement (including this Order)
3 shall not be construed to be an admission by Defendants of any liability or wrongdoing as to Plaintiff,
4 the Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability
5 or wrongdoing.

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

12 A compliance hearing is set for January 20, 2026 at 8:30 a.m. in Department 1, and the deadline
13 for the filing of a report concerning the amount of money distributed and/or uncashed is January 6,
14 2026.

15 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
16 **ENTERED ACCORDINGLY.**

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18 DATED: _____

19 THE HONORABLE HAROLD W. HOPP
20 JUDGE OF THE SUPERIOR COURT
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