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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

EUSTORGIA ADAME AGUILERA, on
behalf of herself and all similarly situated,

Plaintiff,

vs.

QUALITY FOOD SERVICE, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 23CV028272

PAGA REPRESENTATIVE ACTION

*[Assigned for all purposes to the
Hon. Patrick McKinney, Dept. 18]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, AND COSTS**

Reservation ID: 934654325360

Date: February 4, 2026
Time: 1:30 p.m.
Dept.: 18

Action Filed: February 23, 2023
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on February 4, 2026, at 1:30
2 p.m. Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents and
3 evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(l). Good cause appearing therefore, the Court
9 hereby GRANTS Plaintiff Eustorgia Adame Aguilera ("Plaintiff") Motion for Approval of
10 Claims under the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as all non-exempt employees who
12 worked for Defendant Quality Food Service, LLC in California at any time during February 23,
13 2022 through July 5, 2025.

14 2. The Court hereby approves the settlement as set forth in the Settlement as fair,
15 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
16 terms.

17 3. The Court orders that Defendant shall deposit the Gross Settlement Amount of
18 \$91,000.00 into an account established by the Settlement Administrator, pursuant to the terms of
19 the Settlement.

20 4. The Court hereby approves the Explanatory Letter submitted by the parties and
21 included as Exhibit A to the Settlement.

22 5. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
23 Administrator.

24 6. Within ten (10) business days after the Effective Date, Defendant shall provide the
25 Settlement Administrator with a list containing the Aggrieved Employees' names, last known
26

27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement Agreement, attached as Exhibit 1 to the Declaration of Neil M. Larsen submitted
concurrently with the Motion.

1 mailing addresses, last known telephone numbers, dates of employment or number of pay periods
2 worked during the PAGA Period, and Social Security numbers to the extent available from
3 Defendant's records, pursuant to the terms of the Settlement.

4 7. The Settlement Administrator is directed to mail the Individual PAGA Payments
5 and the Explanatory Letter to the Aggrieved Employees within twenty-one (21) days of receipt
6 of the Gross Settlement Amount being fully funded, pursuant to the terms of the Settlement.

7 8. The Court finds that attorneys' fees in the amount of thirty percent (30%) of the
8 Gross Settlement Amount (currently estimated to be \$27,300.00) for Plaintiff's counsel, and
9 reimbursement of litigation costs of \$14,761.11 to Plaintiff's counsel, are fair, reasonable, and
10 adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
11 Counsel as provided for in the Settlement Agreement. The Settlement Administrator shall hold
12 10% (amounting to \$2,730.00) of Plaintiff's counsel's awarded attorneys' fees in an interest
13 bearing account maintained by the Settlement Administrator, pending submission and approval
14 of the Final Compliance Status Report after completion of the distribution process.

15 9. The Court orders that the Settlement Administrator shall be paid up to \$4,000.00
16 for all of its work done and to be done until the completion of this matter, and finds that sum
17 appropriate.

18 10. The Court finds that the requested Enhancement Payment of \$5,000.00 to Plaintiff
19 is fair, adequate, and reasonable in recognition of the unique contributions she has made and the
20 risks she undertook on behalf of the Aggrieved Employees and the State of California, and orders
21 that the Settlement Administrator distribute this payment to Plaintiff as provided for in the
22 Settlement Agreement.

23 11. The Court finds that the amount of \$29,954.17, representing 75% of the
24 \$39,938.89 amount allocated as PAGA civil penalties under the Settlement, to be paid to the
25 California Labor and Workforce Development Agency ("LWDA") as provided for by the
26 Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in
27 accordance with the terms of the Settlement Agreement. Likewise, the Court finds that the amount
28 of \$9,984.72, representing 25% of the \$39,938.89 amount allocated as PAGA civil penalties under

1 the Settlement to be paid to the Aggrieved Employees is fair, adequate, and reasonable.

2 12. The Court approves the scope of the release as set forth in the Settlement.
3 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and
4 Aggrieved Employees fully and finally release and discharge Defendant and its former, present
5 and future owners, parents, and subsidiaries, and all of their current, former and future officers,
6 directors, members, managers, partners, shareholders, joint venturers, successors, assigns,
7 accountants, insurers, or legal representatives (“Released Parties”), from all claims, rights,
8 demands, liabilities and causes of action that arose during the PAGA Period for civil penalties
9 under the PAGA, that were alleged in the Action (“PAGA Released Claims”). Aggrieved
10 Employees do not have the right to opt-out of the Settlement.

11 13. Upon entry of this Judgment and Order, the Court permanently enjoins and forever
12 bars Plaintiff or the Aggrieved Employees from instituting or prosecuting any of the PAGA
13 Released Claims against Defendant which were resolved as part of the Settlement. Without
14 affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction to
15 enforce the terms of the Settlement.

16 14. A final compliance hearing regarding distribution of the settlement funds is set for
17 _____, 2026 at _____. Plaintiff’s counsel shall file a Final
18 Compliance Status Report at least five (5) court days prior to the final compliance hearing.

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

20
21 Dated: _____

22 By: _____
23 Honorable Patrick McKinney
24 Judge of the Superior Court
25
26
27
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