

100
4/10

74

APR 10 2025

Filed
STEPHANIE BOHBER, CLERK

By: 
DEPUTY

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Charlotte Mikat-Stevens (SBN 327047)
Hyunjin Kim (SBN 345518)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: cmikat-stevens@moonlawgroup.com
E-mail: hkim@moonlawgroup.com

Attorneys for Plaintiffs
JOSE BAHENA and ROCIO JUAREZ RUIZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

JOSE BAHENA, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

PFLUG PACKAGING & FULFILLMENT,
INC.; EMPIRE WORKFORCE SOLUTIONS;
and DOES 1 through 10, inclusive,

Defendants

Case No.: STK-CV-UOE-2023-1617

[Hon. Barbara Kronlund, Dept. 10D]

JUDGMENT

[Filed with (1) Plaintiffs' Notice of Motion and Motion for Approval of PAGA Settlement, (2) the Declaration of Kane Moon, (3) the Declaration of Eric Springer re: Settlement Administration, and (4) [Proposed] PAGA Approval Order]

PAGA APPROVAL HEARING:

Date: April 10, 2025

Time: 9:00 a.m.

Dept.: 10D

Complaint filed: February 22, 2023

Trial date: Not set

BY FAX

MAR 18 2025

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[PROPOSED] JUDGMENT

Plaintiffs Jose Bahena and Rocio Juarez Ruiz (together, "Plaintiffs") and Defendant Atlantic Solutions Group, Inc. d/b/a Empire Workforce Solutions ("Defendant Empire"), Defendant Pflug Packaging & Fulfillment, Inc. ("Defendant Pflug"), Defendant Tesla, Inc. f/k/a Tesla Motors, Inc. ("Defendant Tesla"), and Stratosphere Quality, LLC ("Stratosphere") (together, Defendant Empire, Defendant Pflug, Defendant Tesla, and Stratosphere are hereinafter referred to as "Defendants") (altogether with Plaintiffs, the "Parties") have reached a settlement of the above-captioned matter (the "Action") alleging a cause of action for relief pursuant to the California Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA"). Pursuant to PAGA, Plaintiffs have filed Motion for Approval of PAGA Settlement ("Plaintiffs' Motion") seeking approval of the Parties' PAGA Settlement Agreement (the "PAGA Settlement"). A true copy of the PAGA Settlement is attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiffs' Motion for Approval of PAGA Settlement.

The Court, having duly considered Plaintiffs' Motion, the supporting declarations and exhibits thereto, including the PAGA Settlement, all other papers filed and proceedings had herein, and having reviewed the record in this Action, and good cause appearing, **HEREBY ADJUDGES AND DECREES AS FOLLOWS:**

1. The Court has granted Plaintiffs' Motion by way of the Court's Order Granting Plaintiffs' Motion for Approval of PAGA Settlement (the "PAGA Approval Order"). The PAGA Approval Order is incorporated herein in its entirety.

2. The Court now enters Judgment. The Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable. All capitalized terms used for purposes of this Judgment have the same meaning as given in the PAGA Settlement, unless otherwise indicated.

3. In accordance with and for the reasons stated in the PAGA Approval Order, this Judgment is entered whereby Plaintiffs, the California Labor and Workforce Development Agency (the "LWDA"), and the Aggrieved Employees, shall take nothing from Defendants, except as expressly set forth in the PAGA Settlement.

4. Plaintiffs have exhausted all administrative remedies required to bring the PAGA

1 claims asserted in this Action and are authorized to act as private attorneys general with respect to the
2 PAGA claims being released under the terms of the PAGA Settlement. Pursuant to California Labor
3 Code section 2699(l)(2), the LWDA was given timely notice of the PAGA Settlement, has not objected, and
4 is therefore bound by this Judgment.

5 5. Releases of Claims:

6 a. Plaintiffs' General Release. Plaintiffs and their respective former and present spouses,
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
8 release, waive and discharge the Released Parties from any and all claims, transactions,
9 or occurrences that occurred during the PAGA Period, including, but not limited to, any
10 and all PAGA claims against the Released Parties asserted in Plaintiffs' PAGA Notices
11 and the Operative Complaint, or that could have been asserted based on the operative
12 claims and facts asserted in Plaintiffs' PAGA Notices and the Operative Complaint
13 ("Plaintiffs' Released Claims"). For purposes of clarity, the foregoing release is intended
14 as a complete, general release of all of Plaintiffs' claims in an individual capacity against
15 the Released Parties. Plaintiffs' Released Claims do not extend to any claims or actions
16 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
17 disability benefits, social security benefits, workers' compensation benefits that arose at
18 any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that
19 they may discover facts or law different from, or in addition to, the facts or law that
20 Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' General
21 Release shall be and remain effective in all respects, notwithstanding such different or
22 additional facts or Plaintiffs' discovery of them.

23 i. Civil Code § 1542 Waiver. Plaintiffs waive all rights under Civil Code § 1542,
24 which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
25 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
26 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
27 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
28 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT

1 WITH THE DEBTOR OR RELEASED PARTY.

2 b. Released PAGA Claims by Aggrieved Employees and the LWDA. All PAGA Group
3 Members and the LWDA will and hereby do release, waive, and discharge the Released
4 Parties from any and all PAGA claims against the Released Parties asserted in Plaintiffs'
5 PAGA Notices and the Operative Complaint, or that could have been asserted based on
6 the operative claims and facts asserted in Plaintiffs' PAGA Notices and the Operative
7 Complaint, including any and all claims for civil penalties under PAGA for violations of
8 the California Labor Code based on Defendants' failure to pay all wages due (including
9 minimum wages, straight time wages, regular rate wages, and overtime wages), failure to
10 provide compliant meal periods, failure to authorize and permit compliant rest periods,
11 failure to pay meal or rest period premium pay, failure to provide accurate and itemized
12 wage statements, failure to maintain or provide personnel, wage, or hours records, and/or
13 failure to timely pay all wages due during employment and at the time of termination,
14 failure to reimburse employees for all business-related expenses, and any and all other
15 provisions of the California Labor Code providing for penalties, and all damages, interest,
16 penalties, attorneys' fees, costs, and other amounts recoverable under said representative
17 causes of action under California law, to the extent permissible (the "Released PAGA
18 Claims"). The PAGA Settlement includes a release of PAGA claims asserted by Plaintiffs
19 but does not release any other individual (non-PAGA) claims that PAGA Group Members
20 may have against the Released Parties.

21 c. First Release Period. Effective upon a Court's Approval Order of the PAGA Settlement
22 and on the date when Defendants have funded half of the Maximum Settlement Amount,
23 Plaintiffs will and hereby do release, waive and discharge half of Plaintiffs' Released
24 Claims, and the PAGA Group Members and the LWDA will and hereby do release,
25 waive, and discharge approximately half of the Released PAGA Claims, including all
26 claims accrued during the first half of the PAGA Period (i.e., claims from June 23, 2020,
27 through May 1, 2022). Notwithstanding the foregoing, in the event that the Escalator
28 Clause is triggered and Defendants have elected to end the PAGA Period earlier, the end

1 date of the first release period shall be half of the period between June 23, 2020, and the
2 shortened PAGA Period end date.

3 d. Second Release Period. Effective upon a Court's Approval Order of the PAGA
4 Settlement and on the date when Defendants have fully funded the Maximum
5 Settlement Amount, Plaintiffs will and hereby do fully release, waive, and discharge
6 the remainder of Plaintiffs' Released Claims and the PAGA Group Members and the
7 LWDA will and hereby do fully release, waive, and discharge the remainder of the
8 Released PAGA Claims (i.e., claims from June 23, 2020, through October 6, 2024).
9 However, in the event that the Escalator Clause is triggered and Defendants have elected
10 to end the PAGA Period earlier, the end date of second release period shall be the
11 shortened PAGA Period end date.

12 e. Release Upon Full Payment (the Ruiz Contribution). Stratosphere, on behalf of Defendant
13 Tesla, Inc., shall contribute \$45,300.74 toward the Maximum Settlement Amount, in full
14 satisfaction of the settlement of the PAGA claims brought by Plaintiff Ruiz against
15 Defendant Tesla in this Action. The release and waiver of claims pursuant to this
16 Agreement as to Defendant Tesla and Stratosphere shall be effective as of the date when
17 the Administrator notifies counsel that it has received the Ruiz Contribution.

18 f. Release Upon Full Payment (the Pflug Contribution). Defendant Pflug shall contribute
19 \$175,000.00 toward the Maximum Settlement Amount, in full satisfaction of the
20 settlement of the PAGA claims brought by Plaintiff Bahena against Defendant Pflug in
21 this Action. The release and waiver of claims pursuant to this Agreement as to Defendant
22 Pflug shall be effective as of the date when the Administrator notifies counsel that it has
23 received the Pflug Contribution. \$87,500.00 of the Pflug Contribution shall be applied
24 toward Defendant Empire's monthly payment obligation for the first two months
25 immediately following the final approval of the PAGA settlement, proportionally
26 reducing Defendant Empire's funding payment for those two months.

27 g. Partial Funding. In the event of a partial funding of less than the Maximum Settlement
28 Amount, Plaintiffs will and hereby do release, waive, and discharge Plaintiffs' Released

MAR 18 2025

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Claims, and the PAGA Group Members and the LWDA will and hereby do release, waive, and discharge the Released PAGA Claims for a proportionate share of the PAGA Period starting at the beginning of that period. By way of example only, if Defendants pay 75% of the Maximum Settlement Amount, then claims will be released for 75% of the PAGA Period, commencing with those claims accruing on June 23, 2020. Notwithstanding the foregoing, this Paragraph shall not apply to Defendant Tesla or Stratosphere upon payment in full of the Ruiz Contribution, and shall not apply to Defendant Pflug upon payment in full of the Pflug Contribution. For the avoidance of doubt, Plaintiffs will release, waive, and discharge Plaintiff's Released Claims, and the PAGA Group Members and the LWDA release, waive and discharge the Released PAGA Claims as to Defendant Tesla and Stratosphere upon payment in full of the Ruiz Contribution, and as to Defendant Pflug upon payment in full of the Pflug Contribution, regardless of Defendant Empire's funding of the remainder of the Maximum Settlement Amount.

h. Scope of Release. For purposes of clarity, the foregoing releases are intended to be complete releases of all PAGA claims on behalf of Plaintiffs, other alleged Aggrieved Employees, and the LWDA, for the duration of the PAGA Period, subject to adjustment of said period as provided in Paragraphs 5.3–5.6 of the PAGA Agreement.

6. The “Aggrieved Employees” are:

All persons who worked for Defendant Empire in California as an hourly-paid or non-exempt employee during the PAGA Period.

7. The “PAGA Period” means:

The period from June 23, 2020, through October 6, 2024.

8. The “Released Parties” are:

Defendants and their Co-Employers, joint employers, and clients, and all their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, representatives, insurers, shareholders, partners, members, managers, predecessors, successors, and assigns.

1 9. All payments due by Defendants for settlement of this Action will be made pursuant to the
2 PAGA Settlement, the PAGA Approval Order, and this Judgment.

3 10. Nothing in the PAGA Settlement, the PAGA Approval Order, or this Judgment will be
4 construed as an admission or concession by any Party.

5 11. Based on the foregoing and in accordance with the PAGA Settlement, this Action is
6 DISMISSED WITH PREJUDICE, and each side is to bear its own costs and attorneys' fees, except as
7 provided by the PAGA Settlement and the PAGA Approval Order.

8 12. Pursuant to California Code of Civil Procedure section 664.6 and notwithstanding entry of
9 Judgment, the Court will retain jurisdiction over the Parties, Action, and the PAGA Settlement solely for
10 purposes of (i) enforcing the PAGA Settlement and/or Judgment, (ii) addressing settlement administration
11 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

12 **JUDGMENT IS SO ENTERED.**

13 **APR 10 2025**

14 Dated: _____

Hon. Barbara Kronlund
Judge of the Superior Court, San Joaquin