

1 **~~PROPOSED~~ FINAL ORDER AND JUDGMENT**

2 The Court has received and considered the Joint Stipulation of Plaintiff RAMON OLIVA
3 on his own behalf and on behalf of the State of California, and as an “aggrieved employee”
4 acting as private attorney general under the Labor Code Private Attorneys General Act of 2004, §
5 2698, et seq. (“PAGA”) and Defendant JPY ENTERPRISES, INC. (hereinafter “Defendants”)
6 Requesting Approval of the Settlement Agreement and Release of PAGA Claim (“PAGA
7 Settlement Agreement” or “Settlement”).

8 **WHEREAS**, the PAGA Settlement Agreement, attached as Exhibit 1 to the Declaration
9 of Haig B. Kazandjian, sets forth the terms and conditions for the proposed settlement and for
10 entry of an order of final approval thereon. The Court having read and considered the Parties’
11 Joint Stipulation Requesting Approval of Settlement Agreement and PAGA Claim, and the
12 supporting documents and exhibits attached thereto including the Declaration of Haig B.
13 Kazandjian and all exhibits attached thereto, now finds:

14 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

15 1. The Court incorporates by reference the definitions in the PAGA Settlement
16 Agreement and all capitalized terms defined therein shall have the same meaning in this Order
17 and Judgement as set forth in the PAGA Settlement Agreement.

18 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
19 in compliance with the California Code of Civil Procedure, California and United States
20 Constitutions (including the due process clauses), California Rules of Court, and any other
21 applicable law, and is hereby finally approved in all respects.

22 3. The Parties are hereby directed to perform the terms of the settlement as described
23 in the PAGA Settlement Agreement according to its terms and provisions.

24 4. The PAGA Settlement Agreement is not an admission by Defendants, nor is this
25 Final Order and Judgement a finding of the validity of any allegations or of any wrongdoing by
26 Defendants. Neither this Final Order and Judgement, the settlement, nor any document referred
27 to herein, nor any action taken to carry out the settlement, shall be construed or deemed an
28 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.

5. The PAGA Settlement Agreement applies to Plaintiff, the State of California, and all Aggrieved Employees, which are defined to mean all current and former non-exempt employees employed by JPY ENTERPRISES, INC. for at least one PAGA Pay Period in California at any time between March 10, 2022 through the date of approval of the settlement agreement, or 60 days after June 14, 2024, whichever is earlier.

6. The PAGA Period is deemed to be the period of time from March 10, 2022 through the date of approval of the settlement agreement, or 60 days after June 14, 2024, whichever is earlier.

7. The Court orders that pursuant to the PAGA Settlement Agreement, and upon the funding of the Gross Settlement Amount by Defendant JPY ENTERPRISES, INC., (i) Plaintiff is deemed to have fully released any and all claims against Defendants and the Released Parties as fully set forth in the PAGA Settlement Agreement and (ii) Plaintiff, the State of California and all Aggrieved Employees, are deemed to have waived, released, and discharged, and are permanently barred from prosecuting the Released PAGA Claims against Defendants and the Released Parties as fully set forth in the Settlement Agreement.

8. The PAGA Settlement Agreement provides that the Gross Settlement Amount is Three Hundred-Ninety-Nine Thousand Dollars (\$399,000.00) which shall be paid by Defendant JPY ENTERPRISES, INC. The Gross Settlement Amount is the maximum that Defendants will pay in this matter. The Court hereby approves the Gross Settlement Amount and orders the calculations and payments to be made from the Gross Settlement Amount and administered in accordance with the terms of the PAGA Settlement Agreement:

- a) PAGA Counsel's attorneys' fees in the amount of \$159,600.00, which is 40% of the Gross Settlement Amount;
- b) PAGA Counsel's costs in the amount of \$9,934.11;
- c) Administration costs of no more than \$3,528.00 to be paid to the Settlement Administrator Simpluris, Inc.;
- d) \$10,000.00 to Plaintiff as a Representative Enhancement Award and for his general release of claims;

e) the remainder of the Gross Settlement Amount after deducting the items (a), (b), (c) and (d) herein shall be designated as PAGA Penalties, which are estimated to be \$215,937.89, and will be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i) with 75% paid to the LWDA (\$161,953.42) and 25% (\$53,984.47), paid to the Aggrieved Employees on a pro-rata basis.

9. Defendants shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the PAGA Settlement Agreement. Defendants are hereby relieved of any obligation to retain electronically stored information or other data, documents or information as a result of the filing or pursuit of the instant matter but is not relieved of (a) any obligation to produce or retain electronically stored information or data as set forth in the PAGA Settlement Agreement, and (b) any obligation arising independently of this matter to retain electronically stored information or other data, documents or information.

10. The Court hereby grants and authorizes the Parties, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this settlement and all exhibits attached hereto as are consistent with the Final Order and Judgement.

11. The Court hereby enters this Final Order and Judgement pursuant to the terms of the PAGA Settlement Agreement.

12. Without affecting the finality of the Final Order and Judgement, the Court retains jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation and enforcement of the settlement agreement pursuant to further orders of the Superior Court until each and every act agreed to be performed by the parties hereto shall have been performed pursuant to the settlement agreement; (2) any other action necessary to conclude this settlement and to implement the settlement agreement; and (3) the enforcement, construction, and interpretation of the settlement agreement.

13. This Final Order and Judgement shall constitute a final disposition of the above captioned action in its entirety and is intended to be immediately appealable.

1 14. The Court hereby dismisses the Action (including all Released PAGA Claims
2 presented thereby) with prejudice, without fees or costs to any party except as provided by the
3 PAGA Settlement Agreement. Plaintiff shall give notice.

4 **IT IS SO ORDERED.**



5 **Robert B. Broadbelt**

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7 Dated: 02/25/2025

Robert B. Broadbelt / Judge

 Honorable Robert B. Broadbelt

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