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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – TORRANCE COURTHOUSE

IVAN S. MARTINEZ II and JESUS
MOSQUEDA, individually, and on behalf of the
State of California and other aggrieved persons,

Plaintiff,

v.

THE HAAR COMPANY, a New Jersey
corporation; GO WEST BAKERY LLC, a
California limited liability company;
WESTWOOD DONUTS LLC, a California
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 23STCV21651

*Assigned for all purposes to:
Hon. Patricia A. Young,
Dept B*

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

Date: December 11, 2025
Time: 8:30 a.m.
Dept.: B
Reservation ID: 415440212565

1 The Court, having considered the Plaintiffs' Motion for Approval of PAGA Settlement
2 pursuant to California's Private Attorneys General Act, California Labor Code § 2698 *et seq.*
3 ("PAGA"), as well as the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement,"
4 attached as Exhibit 1 to the Declaration of John G. Yslas in Support of Motion for Approval of
5 PAGA Settlement), the papers filed in support of the motion, and the arguments of counsel, has
6 determined that the Settlement provides genuine and meaningful relief under PAGA and is fair,
7 adequate, and reasonable.

8 Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

9 1. The Court has jurisdiction over the subject matter of this PAGA Action and over
10 all Parties to the Action.

11 2. This Order incorporates the Settlement Agreement agreed to between Plaintiffs
12 Ivan S. Martinez II and Jesus Mosqueda (collectively, "Plaintiffs"), on behalf of themselves, the
13 State of California, and Aggrieved Employees, on the one hand, and Defendants The Haar
14 Company, Go West Bakery LLC, and Westwood Donuts LLC (collectively, "Defendants"), on its
15 own behalf and on behalf of the Released Parties, on the other hand. Unless otherwise provided
16 herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement
17 Agreement.

18 3. Aggrieved Employees includes all persons who worked for Defendant in California
19 as a non-exempt employee at any time during the period beginning April 24, 2022 through March
20 10, 2025.

21 4. The Court hereby finds that Plaintiffs notified the Labor and Workforce
22 Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of
23 California Labor Code § 2699(s). The Court has received no objection from the LWDA regarding
24 the Settlement.

25 5. The Court finds that the Settlement has been reached as a result of serious and non-
26 collusive, arm's-length negotiations. The Court has considered the nature of the claims, the
27 procedural history of this case, the amounts paid in settlement, and the allocation of settlement
28

1 proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement
2 involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine
3 and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate,
4 and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined
5 in the Settlement Agreement.

6 6. Defendants will not be required to pay any additional amounts in connection with
7 the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement
8 Agreement and this Order, which shall not exceed \$112,500.00.

9 7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire Law
10 Firm, PLC and Bradley/Grombacher, LLP, in the total amount of \$37,500.00. The Court also
11 awards a PAGA Counsel Litigation Expenses Payment in the total amount of \$20,000.00
12 (requested up to \$20,000.00). The PAGA Counsel Fees Payment and the PAGA Counsel Litigation
13 Expenses Payment are to be paid from the Gross Settlement Amount.

14 8. The Court awards PAGA Representative Service Payments to Plaintiffs for their
15 services in the amount of \$5,000.00 each (\$10,000.00 total) to be paid from the Gross Settlement
16 Amount. Plaintiffs submitted declarations detailing the ways in which they assisted PAGA
17 Counsel in the litigation of the PAGA Action, and the award is appropriate in light of the stated
18 purpose of PAGA.

19 9. The Court appoints Phoenix Class Action Administration Solutions to serve as the
20 Settlement Administrator. The Court concludes that the Administration Expenses Payment in the
21 amount of \$3,750.00 is reasonable and necessary to administer the Settlement and shall be paid
22 from the Gross Settlement Amount.

23 10. The Net Settlement Amount of \$41,250.00 shall be allocated as follows: 75% of
24 the PAGA Settlement Amount, or \$30,937.50, will be paid to the LWDA, and the remaining 25%,
25 or \$10,312.50, will be paid to all Aggrieved Employees pursuant to the calculation set forth in the
26 Settlement Agreement for calculating Individual PAGA Payments.

27 11. The Court directs that the Administrator send the Notice, attached as Exhibit A to
28

1 the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments to
2 be disseminated pursuant to the Settlement.

3 12. Upon the Effective Date, the terms of the Settlement Agreement, and this Order
4 and Judgment, shall be binding on the Parties. Plaintiffs and the Aggrieved Employees shall be
5 bound by the releases set forth in the Settlement Agreement. Specifically:

- 6 a. Effective on the date when Defendants fully fund the entire Gross Settlement
7 Amount, Plaintiffs will be deemed to have provided a general release to the
8 Released Parties.
- 9 b. Effective on the date when Defendants fully fund the entire Gross Settlement
10 Amount, on behalf of the Aggrieved Employees, LWDA, State of California and
11 PAGA Counsel, all Aggrieved Employees are deemed to release, on behalf of
12 themselves and their respective former and present representatives, agents,
13 attorneys, heirs, administrators, successors and assigns, the Released Parties from
14 all claims for PAGA penalties that were alleged, or reasonably could have been
15 alleged, in the PAGA Action and the PAGA Notice, including but not limited to,
16 claims for PAGA civil penalties for: (1) failure to pay for all hours worked,
17 including minimum, straight time, overtime wages and off the clock work; (2)
18 failure to provide meal periods; (3) failure to authorize and permit rest periods; (4)
19 failure to pay all earned wages twice per month; (5) failure to maintain accurate
20 records of hours worked and meal periods; (6) failure to timely pay all wages at
21 termination; (7) failure to timely furnish accurate itemized wage statements; (8)
22 failure to indemnify for necessary expenditures; (9) failure to provide suitable
23 facilities for meal and rest breaks; (10) failure to comply with California Labor
24 Code sections 6300, et seq.; (11) waiting time penalties; (12) failure to provide
25 suitable seating; (13) failure to adopt standards that minimize excessive indoor heat;
26 (14) failure to comply with California Labor Code sections 6400-6403; (15) failure
27 to produce requested employment records; and (16) violations of California
28

1 Business & Professions Code section 17200, et seq. Aggrieved Employees, other
2 than Plaintiffs, will not be deemed to have released any non-PAGA individual
3 claims by virtue of this Agreement. This release applies only to PAGA penalty
4 claims that accrued during the PAGA Period. There shall be no right to opt-out of
5 the settlement by Aggrieved Employees, consistent with California law.

6 13. Without affecting the finality of this order and entry of judgment, the Court retains
7 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,
8 implementing, and enforcing this Order, the Settlement and the Judgment pursuant to California
9 Code of Civil Procedure section 664.6.

10 14. Nothing in this Order or the Settlement shall be construed as an admission or
11 concession by any party. The Settlement and this resulting Order and entry of judgement simply
12 represent a compromise of disputed allegations.

13 15. Upon completion of the Settlement, the Administrator will provide written
14 certification of the completion to the Court and counsel for the Parties which shall be filed with
15 the Court on or before _____, 2026 (suggested 16 days prior to compliance
16 hearing). The Court sets a final accounting hearing to assess compliance with this Order and the
17 Settlement Agreement for _____ (proposed August 18, 2026) at _____ a.m./p.m.

18 16. The entire Action will be dismissed, with prejudice, at the final accounting hearing
19 and upon the terms set forth in the Settlement Agreement, assuming full compliance with this
20 Order and the Settlement Agreement by that date.

21 17. Plaintiffs are directed to submit a copy of this Order to the LWDA within ten (10)
22 calendar days after the entry of this Order.

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

24
25
26 Dated: _____

By: _____

Hon. Patricia A. Young