

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)

_____
(SIGNATURE OF DECLARANT)

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DANIEL OCHOA-LOPEZ, individually, and
on behalf of Aggrieved Employees pursuant to
the California Private Attorneys General Act,

Plaintiffs,

vs.

CORTECH WEST STAFFING, LLC, a
California limited liability company; DIVINE
PASTA COMPANY, a California corporation;
and DOES 1 through 25, inclusive,

Defendants.

Case No. 23STCV19480

Honorable Alison Mackenzie
Department 55

**[REVISIED PROPOSED] ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS,
GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION COSTS**

Reservation No. 431707322633
Date: September 4, 2025
Time: 8:30 a.m.
Department: 55

Complaint Filed: August 15, 2023
Trial Date: Not Set

**[REVISIED PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE,
AND SETTLEMENT ADMINISTRATION COSTS**

[REVISED PROPOSED] ORDER AND JUDGMENT

On September 4, 2025 at 8:30 a.m. in Department 55 of the above-entitled Court, located at Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012, Plaintiff Daniel Ochoa-Lopez's ("**Plaintiff**") Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs ("**Motion**") came on for hearing before the Honorable Alison Mackenzie. Blackstone Law, APC appeared on behalf of Plaintiff, Tredway, Lumsdaine & Doyle, LLP appeared on behalf of Defendant CorTech West Staffing, LLC ("**CorTech**") and O'Hagan Meyer appeared on behalf of Defendant Divine Pasta Company ("**Divine Pasta**") (together, CorTech and Divine Pasta are referred to as "**Defendants**").

Plaintiff and Defendants (collectively, the "Parties") have executed the Private Attorneys General Act Settlement Agreement and Release ("**Settlement**," "**Agreement**," or "**Settlement Agreement**").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

IT IS HEREBY ORDERED THAT:

1. Plaintiff's Motion is granted in its entirety.
2. This Order and Judgment incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and Judgment as set forth in the Settlement Agreement.
3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("**PAGA**"), including, but not limited to, providing the California Labor and Workforce Development Agency ("**LWDA**") and Defendants with notice of the specific provisions of the California Labor Code alleged to have been violated, including, but not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).
4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action ("**Action**").

1 5. The individuals covered under the Settlement consist of the following: “all current and
2 former hourly-paid and/or non-exempt employees employed by Defendant CorTech West Staffing,
3 LLC and assigned to work at Defendant Divine Pasta Company in the State of California at any time
4 during the PAGA Period (“**Aggrieved Employees**”). The “**PAGA Period**” is defined as the period
5 from June 7, 2022 through March 31, 2025.

6 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
7 negotiations.

8 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
9 allocated for payment of penalties under PAGA (“**Net Settlement Amount**”), and determines that it
10 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which
11 shall be the Gross Settlement Amount (\$650,000.00) less the approved Attorneys’ Fees and Cost to
12 Plaintiff’s Counsel, General Release Fee to Plaintiff, and Settlement Administration Costs to ILYM
13 Group, Inc. (“**Settlement Administrator**”). Seventy-five percent (75%) of the Net Settlement
14 Amount shall be distributed to the LWDA (“**LWDA Payment**”) and twenty-five percent (25%) of the
15 Net Settlement Amount shall be distributed to the Aggrieved Employees (“**Employees’ Portion**”) in
16 accordance with this Order and Judgment and the Settlement Agreement. CorTech shall pay Three
17 Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00) of the Gross Settlement
18 Amount and Divine Pasta shall pay Three Hundred Twenty-Five Thousand Dollars and Zero Cents
19 (\$325,000.00) of the Gross Settlement Amount.

20 8. The Court has considered the Settlement, and the monetary allocations provided
21 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
22 Settlement Administrator to administer the Settlement and to make the payments as provided for by,
23 and consistent with, this Order and Judgment and the Settlement Agreement.

24 9. The Court approves the payment of \$227,500.00 to Plaintiff’s Counsel for attorneys’
25 fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in
26 accordance with this Order and Judgment and the Settlement Agreement.

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1 10. The Court approves the payment of \$11,185.38 to Plaintiff's Counsel for
2 reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be
3 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
4 Judgment and the Settlement Agreement.

5 11. The Court approves the payment of \$5,000.00 to Plaintiff for a General Release Fee.
6 This amount shall be paid from the Gross Settlement Amount and shall be distributed in accordance
7 with this Order and Judgment and the Settlement Agreement.

8 12. The Court approves payment in the amount of the Settlement Administrator's actual
9 costs *up to* \$7,000.00 to the Settlement Administrator for the Settlement Administration Costs. This
10 amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with
11 this Order and Judgment and the Settlement Agreement.

12 13. The Court approves the cover letter ("**Cover Letter**"), attached hereto as **Exhibit 1**,
13 and the Settlement Administrator shall distribute the Cover Letter to Aggrieved Employees at the same
14 time that it distributes Individual PAGA Payment to the Aggrieved Employees.

15 14. No later than seven (7) calendar days after entry of this Order and Judgment,
16 Defendants shall provide the Settlement Administrator with a list of all Aggrieved Employees,
17 containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last
18 known address; (iii) last known telephone number; (iv) Social Security number; and (5) number of
19 Pay Periods (collectively, "**Aggrieved Employees List**").

20 15. By March 31, 2026 or five (5) business days after entry of this Order and Judgment,
21 whichever is later, Defendants will transmit the Gross Settlement Amount to a qualified settlement
22 account established by the Settlement Administrator for administration of the Settlement.

23 16. No later than seven (7) business days after the Settlement Administrator receives the
24 Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator will disburse
25 the: (1) Individual PAGA Payments (along with the Cover Letter in English and Spanish) to the
26 Aggrieved Employees; (2) Attorneys' Fees and Costs to Plaintiff's Counsel; (3) General Release Fee
27 to Plaintiff; (4) Settlement Administration Costs to itself; and (5) LWDA Payment to the LWDA.

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1 17. The Individual PAGA Payment checks issued to Aggrieved Employees will remain
2 valid for one hundred eighty (180) calendar days, and thereafter, will be canceled. Funds associated
3 with such canceled checks will be transmitted to the State Controller's Office Unclaimed Property
4 Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective
5 Individual PAGA Settlement Payment(s).

6 18. If the actual number of Pay Periods is more than ten percent (10%) above 18,768, then
7 the Gross Settlement Amount will automatically increase by the percentage that the actual number
8 exceeds 20,645 Pay Periods.

9 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

10 20. Upon the entry of this Order and Judgment and full funding of the Gross Settlement
11 Amount, Plaintiff, the State of California with respect to the Aggrieved Employees, and the Aggrieved
12 Employees, will be deemed to have fully, finally, and forever released, settled, compromised,
13 relinquished, and discharged Defendants and their current and former officers, directors, members,
14 insurers, attorneys, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns
15 (collectively, the "Released Parties") from any and all claims, transactions, or occurrences arising from
16 any of the factual allegations which were or reasonably could have been alleged in the Operative
17 Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private
18 Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, including for Defendants'
19 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
20 associated premium payments, timely pay wages during employment and upon termination, provide
21 complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary
22 business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 210,
23 218.5, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802,
24 and the applicable Industrial Welfare Commission Wage Orders, including, *inter alia*, IWC Wage
25 Order No. 1-2001 (collectively, "Released Claims").

26 21. Upon entry of this Order and Judgment and full funding of the Gross Settlement
27 Amount, Plaintiff, individually and on his own behalf and on behalf of his respective former and
28 present spouses, representatives, agents, attorneys, heirs administrators, successors, and assigns, will

1 be deemed to have generally, fully, finally, and forever released, settled, compromised, relinquished,
2 and discharged the Released Parties from any and all claims of every nature whatsoever, known or
3 unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff has or may have as of the
4 date of execution of the Settlement Agreement, including but not limited to any and all claims arising
5 out of, relating to, or resulting from Plaintiff's employment and/or separation of employment with
6 Defendants, including any claims arising under any federal, state, or local laws and claims for unpaid
7 wages, penalties, liquidated damages, breach of contract, breach of implied covenant of good faith and
8 fair dealing, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of
9 economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California
10 Labor Code, the California Fair Employment and Housing Act, the California Business and
11 Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil
12 Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims
13 released by Plaintiff in his individual capacity, Plaintiff acknowledges and waives any and all rights
14 and benefits available under California Civil Code Section 1542, which provides:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
16 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
17 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
18 THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD
HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
THE DEBTOR OR RELEASED PARTY.

19 Plaintiff understands and agrees that claims or facts in addition to or different from those which are
20 now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, upon
21 entry of this Order and Judgment and full funding of the Gross Settlement Amount, settle fully and
22 release all claims Plaintiff now has against the Released Parties, whether known or unknown,
23 suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend
24 to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that
25 cannot be released by law.

26 22. No individualized notice of this Order and Judgment is required to be provided to the
27 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
28 system established for the filing of notices and documents, in conformity with California Labor Code

1 § 2699(1)(3).

2 23. An Order to Show Cause Re: Dismissal is set for December 11, 2025 at 8:30 a.m. in
3 Department 55 of the above-entitled Court.

4
5 **IT IS SO ORDERED.**

6
7 Dated: 11/13/2025



A handwritten signature in black ink, appearing to read "Alison Mackenzie".

Alison Mackenzie / Judge

Honorable Alison Mackenzie
Judge of the Superior Court

Exhibit 1

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC; Divine Pasta Company*, Los Angeles County Superior Court Case No. 23STCV19480

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480 (“Action”).

The lawsuit was filed on August 15, 2023 by Daniel Ochoa-Lopez (“Plaintiff”) against his former employers CorTech West Staffing, LLC and Divine Pasta Company (together, “Defendants”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to initiating the lawsuit, on June 7, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, including *inter alia*, IWC Wage Order No. 1-2001, thereby initiating LWDA Case Number LWDA-CM-960324-23 (“PAGA Notice”).

Defendants deny all of Plaintiff’s allegations, deny liability, and deny any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff on behalf of the State of California, with respect to himself and other alleged aggrieved employees, and Defendants.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to current and former hourly-paid and/or non-exempt employees employed by Defendant CorTech West Staffing, LLC and assigned to work at Defendant Divine Pasta Company in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period June 7, 2022 to **March 31, 2025** is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are solely responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment. You cannot opt-out of the Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released Claims (defined below).

Under the settlement, as of <<date of Court’s order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

“Released Parties” means Defendants and their current and former officers, directors, members, insurers, attorneys, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

“Released Claims” means any and all claims, transactions, or occurrences arising from any of the factual allegations which were or reasonably could have been alleged in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, including for Defendants’ alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, including, *inter alia*, IWC Wage Order No. 1-2001.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On November 19, 2025, I served a copy of the following document(s):

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

on the interested parties as follows:

Shannon Marie Jenkins, Esq.
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Attorneys for Defendant DIVINE PASTA
COMPANY

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address lbautista@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

1 ☒

STATE: I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

2 Executed on November 19, 2025 at Beverly Hills, California.

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4 /s/ Lorena Bautista
5 Lorena Bautista
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