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Attorneys for Plaintiff Warren Harris

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

WARREN HARRIS, in a Representative
capacity only, and on behalf of other members of
the general public similarly situated,

Plaintiff,

vs.

POCINO FOODS COMPANY, a California
Corporation; and DOES 1-10, inclusive

Defendants.

Case No. 23PSCV02840

Assigned to the Hon. Allison L. Westfahl Kong

**~~PROPOSED~~ ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: December 10, 2024

Time: 9:30 a.m.

Place: Department H

Complained Filed: September 14, 2023

Trial Date: None Set

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Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

8. The Court approves the gross settlement amount of \$350,000. After deducting the approved amounts for attorneys' fees and costs, service award, and settlement administration costs, the net settlement amount of \$209,776.99 will be allocated as follows: Seventy-Five Percent (75%), or approximately \$157,332.74, shall be paid to the California Labor and Workforce Development Agency, and the remaining Twenty-Five Percent (25%), or approximately \$52,444.25, shall be paid to Aggrieved Employees.

9. The Court hereby awards \$116,550 in attorneys' fees and \$10,173.01 costs to Plaintiff's Counsel, Sullivan & Yaeckel Law Group, APC and Capstone Law APC. The award of attorneys' fees and costs will be divided as follows: (a) \$81,585 in attorneys' fees and \$9,963.40 in litigation costs to Sullivan & Yaeckel Law Group, APC; and (b) \$34,965 in attorneys' fees and \$209.61 in litigation costs to Capstone Law APC.

10. The Court approves a Service Award of \$10,000 to Warren Harris.

11. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator, and approves Settlement Administration Costs of \$3,500.

12. Plaintiffs shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than September 5, 2025, as well as an amended judgment regarding the distribution of unclaimed residuals to The Justice Gap Fund maintained by The State Bar of California.

13. This Judgment shall be binding on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee under PAGA is binding not only on the named employee plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to the proceeding).

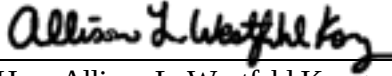
14. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive

1 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
2 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

3 15. This document shall constitute a judgment under California Code of Civil Procedure §
4 664.6.

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

7 Date 12/10/2024


8 Hon. Allison L. Westfahl Kong
9 Los Angeles County Superior Court Judge
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