

James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
James@Jameshawkinsaplc.com
Christina@Jameshawkinsaplc.com

Attorneys for Plaintiff DONALD LEON JOHNSON,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

DONALD LEON JOHNSON, individually
and on behalf of himself and all others
similarly situated,

Plaintiff,

v.

STREMICKS HERITAGE FOODS, LLC, a
Delaware limited liability company, and
DOES 1-50, inclusive.

Defendants.

Case No. 30-2023-01351048-CU-OE-CXC

[Assigned for all purposes to
The Honorable Layne H. Melzer, Dept. CX102]

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

Date: August 6, 2026

Time: 2:00 p.m.

Reservation #: 74828756

Action Filed: September 25, 2023

Trial Date: None Set

22.1 as set forth in the Settlement Agreement.

6. The Court approves Plaintiff's Counsel Attorneys' Fees in the amount up to \$66,667.00 to James Hawkins, APLC, to be paid from the Gross Settlement Amount as full compensation for all attorneys' fees incurred or to be incurred in connection with the Action, the litigation and the settlement of the Settlement.

7. The Court approves Plaintiff's Counsel's Attorneys' Costs of \$13,652.64 to James Hawkins, APLC, to be paid from the Gross Settlement Amount as full reimbursement of actual, out-of-pocket litigation costs reasonably incurred in the prosecution and resolution of the Action.

8. The Court approves a Service Award in the amount up to \$5,000.00 to Plaintiff Johnson for his time, effort, and services in representing the interests of the State of California and Aggrieved Employees. This amount shall be paid from the Gross Settlement Amount.

9. The Court appoints Apex Class Action Administration as the Settlement Administrator and approves an Administration Expenses Payment of up to \$5,350.00, to be paid from the Gross Settlement Amount, as reasonable and necessary to administer the Settlement.

10. The remaining PAGA Penalties Fund, totaling \$109,330.36, shall be allocated as follows: 75% (\$81,997.77) to the LWDA; and 25% (\$27,332.59) to the Aggrieved Employees, to be distributed pro rata based on the number of PAGA Pay Periods worked during the PAGA Period, as set forth in the Settlement Agreement.

11. Upon entry of the Order and Judgment and contingent upon Defendant's full funding of the Gross Settlement Amount, the releases set forth in the Settlement Agreement shall become effective and binding on the Parties. Plaintiff and all Aggrieved Employees will be forever barred from pursuing against Defendant any and all Settled Claims during the PAGA Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement. The "Aggrieved Employees" are defined as all persons who were directly employed by Defendant in the State of California in non-exempt positions at any time during the PAGA Period. The "PAGA Period" is defined as the period from July 22, 2022 through November 2, 2025.

12. No Aggrieved Employee has the right to opt out or exclude themselves from or object

1 to the Settlement.

2 13. Neither this Order, the Judgment, nor the Settlement Agreement shall be construed
3 as an admission or concession of liability or wrongdoing by Defendant or the Released Parties. The
4 Settlement is entered into solely for the purpose of compromise and resolution. This Order and
5 Judgment shall not be used or admissible in any other proceeding, except as necessary to enforce its
6 terms or to support defenses such as *res judicata* or release.

7 14. The Court reserves continuing jurisdiction over the implementation, enforcement,
8 interpretation, and administration of the Settlement Agreement, this Order, and the Judgment
9 pursuant to Code of Civil Procedure § 664.6.

10 15. Within ten (10) days of entry of this Order and Judgment, Plaintiff shall submit a
11 copy to the LWDA, as required by Labor Code § 2699(1)(3). Within seven (7) days thereafter, PAGA
12 Counsel shall file a declaration confirming compliance with that requirement.

13 16. The Court hereby enters final judgment in this Action pursuant to the terms of the
14 Settlement Agreement and this Order.

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

16 DATED: _____
17

18 _____
19 HON. LAYNE H. MELZER
20 JUDGE OF THE SUPERIOR COURT
21
22
23
24
25
26
27
28