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Superior Court of California,
County of Tulare
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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE
08/21/2026
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF TULARE

GUADALUPE BRISENO on behalf of the
State of California, and others similarly
situated and aggrieved,

Plaintiffs,

v.

PERFECTION PET FOODS, LLC, a
California Limited Liability Company;
VOLT INFORMATION SCIENCES, INC.,
a New York Corporation; VOLT
MANAGEMENT CORP., a Delaware
Corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: VCU308266

Assigned for All Purposes to:
Hon. David Mathias
Dept. 1

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT AND
JUDGMENT**

Date: August 20, 2026
Time: 8:30 a.m.
Dept.: 1

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Guadalupe Briseno's Motion for Approval of Settlement under PAGA came
3 before the Court on a regularly noticed motion.

4 Plaintiff’s Operative Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in the
7 Operative Complaint and her letter to the Labor Workforce & Development Agency (“LWDA”) dated August 30, 2023 (the “LWDA Notice”), on behalf of all persons currently or formerly
8 employed by Defendants Perfection Pet Foods, LLC, Post Brands Pet Care, LLC, Volt Information
9 Sciences, Inc., and Volt Management Corp. (collectively “Defendants”) either directly or through a
10 staffing agency as hourly-paid, non-exempt employees who worked for a Perfection Pet Foods, LLC
11 facility in California during the PAGA Period of August 30, 2022 to December 9, 2024.

12 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and
13 approve any settlement of any civil action filed pursuant to this part.” Labor Code section 2699(1)(2).
14 Accordingly, the Court, having considered the proposed settlement set forth in the Settlement
15 Agreement, including the proposed PAGA penalties under Labor Code section 2699(1)(2) and
16 having considered the papers filed in support of the proposed settlement and the arguments of
17 counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

- 18 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 19 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of the
20 above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as
21 fair, reasonable, and adequate;
- 22 3. The Court finds further that, effective on the date when Defendants fully fund the
23 entire Gross Settlement Amount, Plaintiffs, the State of California, and all Aggrieved Employees
24 are deemed to release, on behalf of themselves and their respective former and present
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
26 Parties (as defined in the Settlement Agreement) from all claims for PAGA penalties that were,
27 or reasonably could have been, alleged based on the factual allegations in the Operative Complaint
28

1 in the Action and the PAGA Notices, including and not limited to for alleged violations of the
2 California Labor Code and Industrial Welfare Commission Wage Orders for: (1) Failure to Keep
3 Accurate Records (Cal. Labor Code § 1174); (2) Failure to Produce Records (Cal. Labor Code §§
4 226(b)-(c), 432, and 1198.5); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
5 (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7); (5) Failure to Provide
6 Suitable Resting Facilities (IWC Wage Order § 13(B), Cal. Lab. Code § 1198); (6) Failure to Pay
7 Minimum and Overtime Wages (Cal. Lab. Code §§ 218.5, 510, 511, 558, 558.1, 1194, 1197, 1198,
8 and 1199); (7) Failure to Pay Statutory Wages (Cal. Lab. Code § 223); (8) Failure to Pay Wages
9 Due (Cal. Labor Code § 216); (9) Failure to Reimburse Business Expenses (Cal. Lab. Code § 2800
10 and 2802); (10) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
11 (11) Unlawful Deductions (Cal. Labor Code §§ 221-222); (12) Failure to Pay for Reporting Time
12 (IWC Wage Order § 5, Cal. Lab. Code § 1198); (13) Violation of California Day of Rest Law
13 (Cal. Lab. Code §§ 551, 552); (14) Failure to Provide Suitable Seating (IWC Wage Order §§ 14(A-
14 B), Cal. Lab. Code §§ 1198, 1199); (15) Sick Leave and Supplemental Sick Leave Violations (Cal.
15 Lab. Code §§ 233, 234, and 245-248.6); (16) Failure to Pay Vested Vacation Time (Cal. Labor
16 Code § 227.3); (17) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-
17 203); (18) Failure to Pay Final Wages at Place of Discharge (Cal. Lab. Code § 208); and (19)
18 Unlawful Agreements/Unlawful Inquiries into Criminal History (Cal. Lab. Code §§ 432.5, 432.7).

19 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
20 Defendants are directed to make all payments required by the Settlement Agreement;

21 6. Under the Settlement Agreement, Defendants agree to pay Three Hundred Thousand
22 Dollars and No Cents (\$300,000.00) (the “Gross Settlement Amount”). The Gross Settlement Amount is
23 inclusive of payments to the LWDA and Aggrieved Employees, Plaintiffs’ Service Awards, Attorney’s Fees
24 and Costs, and Administration costs. No portion of the Gross Settlement Amount will revert to Defendants.
25 Plaintiffs’ Counsel requests an award of attorney’s fees of \$105,000.00 and reimbursement of actual litigation
26 expenses of \$11,668.06, Plaintiff Briseno requests a service award of \$10,000.00, and the Settlement
27 Agreement provides for a \$5,000.00 service award to Plaintiff Delayo. Defendants do not oppose these
28 requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each

1 of these payments, and directs the Settlement Administrator to make the following payments from the Gross
2 Settlement Amount:

- 3 a. \$105,000.00 in attorney's fees to Crosner Legal PC;
4 b. \$11,668.06 in litigation costs to Crosner Legal PC;
5 c. \$10,000.00 to Plaintiff Briseno, and \$5,000.00 to Plaintiff Delayo, for their respective service
6 awards; and
7 d. \$6,000.00 in administration costs to Simpluris, Inc., which is hereby approved by the Court
8 as Settlement Administrator.

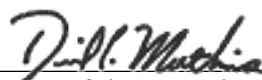
9 8. After deducting the foregoing payments, the estimated remainder of approximately
10 \$162,33.94 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the
11 NSA will then be distributed 75 percent (approximately \$121,748.95) to the LWDA, and the remaining 25
12 percent (approximately \$40,582.99) to the Aggrieved Employees on a pro rata basis, as set forth in the
13 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to issue
14 checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in
15 the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement; and

16 9. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).
17 The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under Code of Civil
18 Procedure § 664.6 for the purpose of supervising implementation, enforcement, construction, administration,
19 and interpretation of the Settlement Agreement and this Judgment.

20 **IT IS SO ORDERED AND ADJUDGED.**

21 Ordered pursuant to terms of August 20, 2026
22 adopted tentative ruling.

23 Dated: 08/21/2026

24 
25 _____ David C Mathias
26 Judge of the Superior Court
27
28