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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF SANTA CLARA

11 LUIS AMADOR, an individual, on behalf of
12 himself and the State of California, as a private
13 attorney general,

14 Plaintiff,

15 v.
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17 MONARCH FOOD SERVICE LLC, a
California limited liability company; and DOES
18 1 TO 50,

19 Defendants.
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Case Number: 23CV420340

**~~[Proposed]~~ Order Granting Approval of
PAGA Settlement and Entering Judgment**

*Filed concurrently with Notice of Motion and
Motion for Approval of PAGA Settlement;
Declaration of Jonathan Melmed, Esq.; and
Declaration of Luis Amador]*

Date: November 20, 2025
Time: 9:00 am
Dept.: 6
Judge: Hon. Evette D. Pennypacker

Complaint Filed: August 2, 2023
FAC Filed: September 25, 2025

Filed
February 5, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV420340
By: dswift

[PROPOSED] ORDER AND JUDGMENT

This matter came before the Court on November 20, 2025, at 9:00 a.m. in Department 6 of the above-captioned Court on Luis Amador's ("Plaintiff's") motion for approval of a settlement agreement pursuant to the California Labor Code Private Attorneys General Act ("PAGA") (the "Settlement").

Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiff, and the evidence and argument received by the Court, the Court grants approval of the PAGA Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. Except as otherwise defined in this Order and Judgment ("Order"), all capitalized terms have the same meaning as defined in the Settlement Agreement that is attached as Exhibit 1 to this Order.

2. The California Labor Workforce and Development Agency ("LWDA") has been provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2), (1)(4). In particular, on the date Plaintiff filed the motion seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice requirements of PAGA.

3. The Court confirms approval of the Settlement as to the Aggrieved Employees and the State of California.

4. The Court has jurisdiction over the subject matter of this litigation, over all Aggrieved Employees, and over those persons undertaking affirmative obligations under the Settlement.

5. The Settlement is approved under Labor Code § 2699(1)(2).

6. The Court finds that each Aggrieved Employee, in accordance with the Settlement, releases all Released Claims against the Released Parties.

7. The Gross Settlement Amount, Net Settlement Fund and the methodology used to calculate the LWDA Payment and PAGA Aggrieved Employee Payment (which is comprised of the Individual PAGA Payments), in accordance with the Settlement is approved.

8. The Court approves Apex Class Action Administration to act as the Settlement Administrator. The Court awards the Settlement Administrator in this Action its actual fees and costs

1 in accordance with the terms of the Settlement Agreement of \$4,250.00.

2 9. The Court approves Jonathan Melmed, Laura M. Supanich, and Trishta Dordi of
3 Melmed Law Group P.C. as PAGA Counsel.

4 10. The Court awards PAGA Counsel attorneys' fees in the amount of \$25,000.00 and
5 actual litigation costs of \$9,483.94, both of which the Court finds to be fair and reasonable. The Court
6 authorizes the Settlement Administrator to make these payments, in accordance with the terms of the
7 Settlement Agreement.

8 11. The Court authorizes the Settlement Administrator to calculate the Net Settlement
9 Amount, inclusive of the LWDA Payment and Employee Payment, in accordance with the terms of the
10 Settlement Agreement.

11 12. The Court finds that the LWDA Payment of \$21,574.54 as its share of the settlement of
12 civil penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay the
13 LWDA Payment, in accordance with the terms of the Settlement Agreement as modified by the
14 Approval Order.

15 13. The Court finds that the Employee Payment of \$7,191.52 as the Aggrieved Employees'
16 share of the settlement of civil penalties is fair and reasonable. The Court authorizes the Settlement
17 Administrator to pay the Employee Payment, in accordance with the terms of the Settlement
18 Agreement.

19 14. The Court finds the Representative Plaintiff's Enhancement Award in the sum of
20 \$7,500.00 to the Representative Plaintiff is fair and reasonable. The Court authorizes the Settlement
21 Administrator to pay the Representative Plaintiff's Enhancement Award, in accordance with the terms
22 of the Settlement Agreement.

23 15. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid for
24 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments uncashed
25 after 180 days will be dispersed to St. Jude's Children's Hospital as cy pres, in accordance with the
26 terms of the Settlement Agreement.

27 16. Upon completion of the Settlement, the Settlement Administrator will provide written
28 certification of the completion to the Court and counsel for the Parties which shall be filed with the

August 3, 2026

1 Court on or before _____.

2 17. Without affecting the finality of this order and entry of judgment, the Court retains
3 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,
4 implementing, and enforcement of this Order and the Settlement.

5 18. Nothing in this Order or the Settlement shall be construed as an admission or concession
6 by any party. The Settlement and this resulting Order and entry of judgment simply represent a
7 compromise of disputed allegations.

8 19. The Court enters final judgment in accordance with the terms of the Settlement
9 Agreement and this Order.

10 20. Plaintiff is directed to submit a copy of this Order and entry of judgment to the LWDA
11 within 10 days of the date of this Order and entry of judgment.

12 **IT IS SO ORDERED:**

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14 DATED: 2/3/2026



15 Rafael Sivilla-Jones
16 ~~Hon. Ernesto D. Pennypacker~~
17 Judge of the Superior Court, Santa Clara
18 County
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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

I am over the age of 18 years and am employed in the county of Los Angeles, State of California. I am not a party to the action. My business address is 1801 Century Park East, Suite 850, Los Angeles, CA 90067.

I declare that on the date hereof, November 20, 2025, I served the foregoing document(s) described as:

- **[Proposed] Order Granting Approval of PAGA Settlement and Entering Judgment**

By causing a true copy thereof to be sent to the following individuals and/or parties:

Ian B. Wieland

ian@sw2law.com

Charles P. Hamamjiam

charles@sw2law.com

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SAGASER, WATKINS & WIELAND, PC

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Fresno, CA 93704

[XX] BY ELECTRONIC TRANSMISSION. Pursuant to CCP section 1010.6(e), I caused such document to be served on this date by electronic transmission in accordance with standard procedures and to the email address listed. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of California that the above is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on November 20, 2025, in Los Angeles, California.



Gustavo Alvarez