

DOUGLAS HAN (SBN 232858)
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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

CHARLES HILL, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

PACIFIC CHOICE BRANDS LLC, a California
limited liability company; and DOES 1 through
100, inclusive;

Defendants.

Case No.: CVRI2304807

Assigned for All Purposes to:
Honorable Harold W. Hopp
Department 1

**~~[PROPOSED]~~ AMENDED ORDER AND
JUDGMENT GRANTING APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT**

Hearing Date: July 2, 2025
Hearing Time: 8:30 a.m.
Hearing Place: Department 1

Complaint Filed: September 13, 2023
FAC Filed: March 14, 2024
SAC Filed: February 28, 2025
Trial Date: None Set

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2 This matter has come before the Honorable Harold W. Hopp in Department 1 of the
3 Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501, on
4 Plaintiffs Charles Hill and Arianna Peters' ("Plaintiffs") Motion for Approval of Private Attorneys
5 General Act (Labor Code § 2698, *et seq.*) ("PAGA") Settlement Agreement. This Court reviewed
6 the papers submitted by Plaintiffs in support of approval of the PAGA Settlement Agreement
7 ("Settlement Agreement," "Settlement," and "Agreement") pursuant to PAGA. The Settlement
8 Agreement is attached to the Declaration of Douglas Han as **Exhibit 2** that was filed on June 5,
9 2025. Based upon this review and findings below, the Court finds good cause to enter this Order
10 and Judgment.

11 **FINDINGS:**

12 Unless otherwise specified, defined terms in this Order and Judgment have the same
13 definition as the terms in the Settlement Agreement.

14 The Court has jurisdiction over the subject matter of this litigation brought by Plaintiffs,
15 individually and in their capacity as a private attorney general proxy or agent of the state, against
16 Defendant Pacific Choice Brands, LLC ("Defendant").

17 Pursuant to Labor Code section 2699.3, on September 28, 2023 and January 28, 2025,
18 Plaintiffs submitted written notices to the California Labor and Workforce Development Agency
19 ("LWDA") and Defendant to provide notification of the alleged Labor Code violations.

20 The Parties expressly acknowledge that the Settlement Agreement is entered solely for the
21 purpose of compromising the significantly disputed PAGA claim and that nothing contained therein
22 is an admission of liability or wrongdoing by Defendant.

23 The Court finds that the Settlement was entered in good faith, and the Parties have satisfied
24 the standards and applicable requirements for approval of a settlement of the PAGA claim.

25 Pursuant to Labor Code sections 2699(1)(2) and (1)(4), the Court finds that the LWDA was
26 given timely notice of the Agreement. On June 5, 2025, Plaintiffs submitted a Notice of Settlement
27 to the LWDA, attached to which was a copy of the Agreement. The Notice of Settlement complied
28 with the requirements of Labor Code section 2699(1)(2).

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1 Having reviewed the evidence and papers submitted and considered any argument of
2 counsel, the Court grants the motion and approves the terms of the settlement as set forth in the
3 Settlement Agreement as fair, adequate, and reasonable under Labor Code section 2699(1)(2).

4 **IT IS ORDERED THAT:**

5 1. The “Aggrieved Employees” are defined as all current and former non-
6 exempt or hourly-paid employees of Defendant within the State of California at any time during
7 the period from September 28, 2022, through December 13, 2024 (“Aggrieved Employees” and
8 “PAGA Period”).

9 2. Phoenix Class Action Administration Solutions is appointed as the
10 Settlement Administrator.

11 3. In accordance with the Settlement Agreement, Defendant shall pay the Gross
12 Settlement Amount of \$415,000.

13 4. The Court approves the Attorney Fee Amount of \$145,250 to PAGA Counsel
14 (35% of the Gross Settlement Amount), Cost Amount of \$19,784.28 to PAGA Counsel as
15 reimbursement of documented actual litigation costs and expenses, Enhancement Payment of
16 \$10,000 to each Plaintiff (totaling \$20,000), and Administration Costs of up to \$7,500 to the
17 Settlement Administrator all payable from the Gross Settlement Amount.

18 5. After deducting the above-mentioned payments from the Gross Settlement
19 Amount, the balance of the settlement amount will be \$222,465.72 (“PAGA Penalties Fund”).
20 Under the terms of the Agreement, seventy-five (75%) of the PAGA Penalties Fund (\$166,849.29)
21 will be paid to the LWDA (“LWDA PAGA Payment”), and the remaining twenty-five percent
22 (25%) of the PAGA Penalties Fund (\$55,616.43) will be paid to the Aggrieved Employees
23 (“Individual PAGA Payments”) using the formula set forth in the Agreement.

24 6. The Court authorizes the Settlement Administrator to calculate and pay the
25 Individual PAGA Payments in accordance with the terms of the Settlement.

26 7. Within seven (7) calendar days after the Effective Date (as defined in the
27 Agreement), Defendant will deliver the Aggrieved Employee Data to the Settlement Administrator
28 in the form of a Microsoft Excel spreadsheet.

1 8. Within fourteen (14) calendar days after the Effective Date, Defendant shall
2 fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator.

3 9. Within fourteen (14) calendar days after the funding of the Gross Settlement
4 Amount, the Settlement Administrator will issue checks to the appropriate entities and persons.

5 10. The Settlement Administrator will issue checks for Individual PAGA
6 Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid.
7 The Settlement Administrator will conduct an Aggrieved Employee Address Search for all
8 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.

9 11. The Court approves the Notice of Settlement to Aggrieved Employees
10 attached as **Exhibit A** to the Agreement. Each Individual PAGA Payment check will be
11 accompanied by a copy of the Notice of Settlement to Aggrieved Employees. The Notice of
12 Settlement to Aggrieved Employees will be mailed in English and Spanish.

13 12. All checks mailed to Aggrieved Employees will be valid for one hundred
14 eighty (180) calendar days after their mailing. The Settlement Administrator will send follow-up
15 postcards to the Aggrieved Employees who have not cashed their check within sixty (60) calendar
16 days from the initial mailing. Afterwards, the uncashed settlement checks will be cancelled. The
17 funds associated with such cancelled checks, plus any interest, if any, that has accrued thereon, will
18 be distributed to State Controller's Office Unclaimed Property Division in the name of the
19 Aggrieved Employees.

20 13. The Released Parties are defined as Defendant, and any of its past, present
21 and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as
22 each of its or their past, present and future officers, directors, employees, partners, members,
23 shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be
24 jointly liable with Defendant ("Released Parties").

25 14. Effective on the date when Defendant fully funds the Gross Settlement
26 Amount, Plaintiffs, individually and in their capacity as private attorneys general proxies or agents
27 of the State of California, and State of California fully and finally release and discharge the Released
28 Parties from all claims under PAGA that were described in the PAGA Notice and only to the extent

1 that those claims were alleged in the Operative Complaint.

2 15. Effective on the date when Defendant fully funds the Gross Settlement
3 Amount, Plaintiffs agree for themselves and their respective spouses, heirs, successors and assigns,
4 to forever generally release the Released Parties from the release set forth in section V(1) of the
5 Settlement Agreement. Plaintiffs also expressly waive and relinquish the provisions, rights, and
6 benefits, if any, of Civil Code section 1542.

7 16. Plaintiffs' compliance with the notice procedures described in the Settlement
8 Agreement shall constitute due and sufficient notice to the LWDA and shall be deemed to satisfy
9 any requirement of due process. Nothing else shall be required of, or done by, the Parties, PAGA
10 Counsel, or Defense Counsel to provide notice of the Settlement.

11 17. Nothing in this Order and Judgment or the Settlement Agreement shall be
12 construed as evidence of an admission or concession by any of the Parties. The Settlement and this
13 resulting Order and Judgment simply represents a compromise of significantly disputed allegations.

14 18. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain
15 continuing jurisdiction over this action and the Parties to the fullest extent necessary to enforce and
16 effectuate the terms and intent of the Agreement.

17 19. Pursuant to Labor Code section 2699(1)(3) and (1)(4), within ten (10)
18 calendar days of entry of this Order and Judgment, Plaintiffs shall provide a copy of this Order and
19 Judgment to the LWDA.

20 20. PAGA Counsel will not seek or be entitled to any attorneys' fees and/or
21 expenses related to the claims encompassed by the Agreement other than those set forth above.

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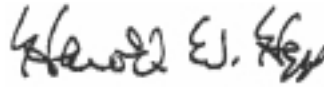
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21. A Final Accounting (Nonappearance) Hearing is scheduled for March 13, 2026 before this Court. At least five (5) court days before this hearing, Plaintiff shall file a report (declaration) confirming the funds distributed and/or uncashed with a proposed amended judgment containing the following information: (a) date the checks were mailed; (b) total number of checks mailed to the Allegedly Aggrieved Employees; (c) average amount of those checks; (d) number of checks that remain uncashed; (e) total value of those uncashed checks; (f) average amount of the uncashed checks; and (g) nature and date of the disposition of those unclaimed funds.

IT IS SO ORDERED.

Dated: July 3, 2025



HONORABLE HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is shanneyan@justicelawcorp.com

On July 7, 2025, I served the foregoing document described as

**AMENDED ORDER AND JUDGMENT GRANTING
APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT**

for the following case: **Charles Hill, et al. v. Pacific Choice Brands LLC**
LWDA/Court Case No.: **LWDA Case No.: CM-984351-23**
Court Case No.: CVRI2304807
Riverside County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on July 7, 2025, at Pasadena, California.



Sophia Hanneyan