

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Jared C. Osborne (State Bar No. 335968)
josborne@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff JAVARIO DATRAIL LUNA
individually, and on behalf of Aggrieved Employees
pursuant to the California Private Attorneys General Act

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

JAVARIO DATRAIL LUNA, individually,
and on behalf of Aggrieved Employees
pursuant to the California Private Attorneys
General Act,

Plaintiffs,

vs.

A-CHECK AMERICA, INC., a Delaware
corporation; STERLING INFOSYSTEMS,
INC., a Delaware corporation.; and DOES 1
through 25, inclusive,

Defendants.

Case No. CVRI2306180

Honorable Daniel Ottolia
Department 4

**[REVISED PROPOSED] ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND AWARD OF PAGA
COUNSEL FEES PAYMENT, PAGA
COUNSEL LITIGATION EXPENSES
PAYMENT, REPRESENTATIVE
PAYMENT, AND ADMINISTRATION
EXPENSES PAYMENT**

Date: December 23, 2025
Time: 8:30 a.m.
Department: 4

Complaint Filed: November 14, 2023
Trial Date: Not Set

1 **[REVISED PROPOSED] ORDER AND JUDGMENT**

2 On December 23, 2025 at 8:30 a.m. in Department 4 of the above-captioned Court located at
3 the Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501, Plaintiff Javario
4 Datrail Luna's ("**Plaintiff**") Motion for Approval of PAGA Settlement and Award of PAGA Counsel
5 Fees Payment, PAGA Counsel Litigation Expenses Payment, Representative Payment, and
6 Administration Expenses Payment ("**Motion**") came on for hearing before the Honorable Daniel
7 Ottolia. Blackstone Law, APC appeared on behalf of Plaintiff, and Seyfarth Shaw LLP appeared on
8 behalf of Defendants A-Check America, Inc. and Sterling Infosystems, Inc. (together, "**Defendants**").

9 Plaintiff and Defendants (collectively, the "**Parties**") have executed the PAGA Settlement
10 Agreement and Amendment No. 1 to PAGA Settlement Agreement (together, "**Settlement**,"
11 "**Agreement**," or "**Settlement Agreement**").

12 The Court, having carefully considered the papers, argument of counsel, and all matters
13 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

14 **IT IS HEREBY ORDERED THAT:**

15 1. Plaintiff's Motion is granted in its entirety.

16 2. This Order and Judgment incorporates by reference the definitions in the Settlement
17 Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and
18 Judgment as set forth in the Settlement Agreement.

19 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
20 Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("**PAGA**"), including, but not limited to,
21 providing the California Labor and Workforce Development Agency ("**LWDA**") and Defendant with
22 notice of the specific provisions of the California Labor Code alleged to have been violated, including,
23 but not limited to, the facts and theories to support the alleged violations, in conformity with California
24 Labor Code § 2699.3(a).

25 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA
26 in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene
27 or appear in the above-captioned action ("**Action**").

28 ///

1 5. The individuals covered under the Settlement consist of the following: “all current and
2 former hourly-paid and/or non-exempt employees who worked for Defendants in the State of
3 California during the PAGA Period.” (“**Aggrieved Employees**”). The “**PAGA Period**” is defined as
4 the period from September 10, 2022 to March 17, 2025.

5 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
6 negotiations.

7 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
8 allocated for payment of penalties under PAGA (“**Net Settlement Amount**”), and determines that it
9 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which
10 shall be the Gross Settlement Amount (\$320,000.00) less the approved PAGA Counsel Fees Payment
11 and PAGA Counsel Litigation Expenses Payment to PAGA Counsel, Representative Payment to
12 Plaintiff, and Administration Expenses Payment to ILYM Group, Inc. (“**Administrator**”). Seventy-
13 five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“**LWDA PAGA**
14 **Payment**”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the
15 Aggrieved Employees in accordance with this Order and Judgment and the Settlement Agreement.

16 8. The Court has considered the Settlement, and the monetary allocations provided
17 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
18 Administrator to administer the Settlement and to make the payments as provided for by, and
19 consistent with, this Order and Judgment and the Settlement Agreement.

20 9. The Court approves the payment of \$106,666.67 to PAGA Counsel for attorneys’ fees,
21 subject to Paragraph 8 of the Settlement Agreement. This amount shall be paid from the Gross
22 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
23 Settlement Agreement.

24 10. The Court approves the payment of \$18,907.34 to PAGA Counsel for reimbursement
25 of actual litigation costs and expenses incurred in this matter. This amount shall be paid from the
26 Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
27 Settlement Agreement.

28 ///

1 11. The Court approves the payment in the amount of \$5,000.00 to Plaintiff for a
2 Representative Payment. This amount shall be paid from the Gross Settlement Amount and shall be
3 distributed in accordance with this Order and Judgment and the Settlement Agreement.

4 12. The Court approves payment in the amount of *up to* \$5,000.00 to the Administrator for
5 the Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount
6 and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

7 13. The Court approves the cover letter (“**Cover Letter**”), attached hereto as **Exhibit 1**,
8 and the Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that
9 it distributes Individual PAGA Payment checks to the Aggrieved Employees.

10 14. Within fifteen (15) calendar days after the Effective Date, Defendant will deliver a
11 Microsoft Excel spreadsheet to the Administrator, containing each Aggrieved Employee’s full name,
12 last-known mailing address, Social Security number, and number of PAGA Pay Periods (collectively,
13 “**Aggrieved Employee Data**”).

14 15. No later than twenty-one (21) calendar days after the Effective Date, Defendants will
15 fully fund the Gross Settlement Amount by transmitting the funds to the Administrator.

16 16. Within fourteen (14) calendar days after Defendants fund the Gross Settlement
17 Amount, the Administrator will distribute the Individual PAGA Payments, the LWDA PAGA
18 Payment, the Administration Expenses Payment, the Representative Payment, the PAGA Counsel
19 Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA
20 Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede
21 disbursement of Individual PAGA Payments.

22 17. Each Individual PAGA Payment check will be valid and negotiable for one hundred
23 and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled.
24 Any funds associated with such canceled checks will be distributed by the Administrator to the State
25 Controller’s Office Unclaimed Property Fund in the name of the Aggrieved Employee.

26 18. To the extent that the number of estimated PAGA Pay Periods during the PAGA Period
27 increases by more than 10% above 6,802, the Gross Settlement Amount will increase on a proportional
28 basis equal to the percentage increase in the PAGA Pay Periods above 10% (i.e., if there is an 11%

1 increase in the number PAGA Pay Periods during the PAGA Period, Defendants will agree to increase
2 the Gross Settlement Amount by 1%).

3 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

4 20. Effective on the Effective Date and date when Defendants fully fund the entire Gross
5 Settlement Amount, Plaintiff and the State of California on behalf of the Aggrieved Employees and
6 their respective former and present representatives, agents, attorneys, heirs, administrators, successors,
7 and assigns, are deemed to release Defendants and their successors (including but not limited to First
8 Advantage), officers, directors, employees, and agents (collectively, the “Released Parties”) from any
9 and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
10 the facts stated in the Operative Complaint and the PAGA Notice, during the PAGA Period,
11 irrespective of the underlying theory of recovery supporting the claim for PAGA penalties
12 (collectively, the “Released PAGA Claims”). The Released PAGA Claims include, but are not limited
13 to, PAGA claims based on any alleged violation of California Labor Code §§ 201, 202, 203, 204,
14 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable
15 IWC Wage Order.

16 21. Effective on the Effective Date and date when Defendants fully fund the entire Gross
17 Settlement Amount, Plaintiff is deemed to release the Released Parties from all claims, transactions,
18 or occurrences that occurred at any time up to Plaintiff’s execution of the Agreement, including, but
19 not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained
20 in the Operative Complaint and the PAGA Notice (collectively, the “Plaintiff’s Release”). The
21 Plaintiff’s Release does not extend to any claims or actions to enforce the Agreement, or to any claims
22 for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’
23 compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts
24 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true
25 but agrees, nonetheless, that the Plaintiff’s Release shall be and remain effective in all respects,
26 notwithstanding such different or additional facts or Plaintiff’s discovery of them. For purposes of the
27 Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if
28 any, of section 1542 of the California Civil Code, which reads: A general release does not extend to

1 claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the
2 time of executing the release and that, if known by him or her, would have materially affected his or
3 her settlement with the debtor or released party.

4 22. No individualized notice of this Order and Judgment is required to be provided to the
5 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
6 system established for the filing of notices and documents, in conformity with California Labor Code
7 § 2699(1)(3).

8 23. A Final Accounting Hearing is set for October 27, 2026 at 8:30 a.m. in Department 4
9 located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501. A
10 declaration regarding the status of the distribution of the settlement funds is due to be filed no later
11 than ten (10) court days prior to the Compliance Hearing.

12
13 **IT IS SO ORDERED.**

14
15 Dated: _____

Honorable Daniel Ottolia
Judge of the Superior Court

EXHIBIT 1

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment for *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court Case No. CVRI2306180

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court Case No. CVRI2306180 (“Action”).

The lawsuit was filed on November 14, 2023, by Javario Datrail Luna (“Plaintiff”) against his former employers A-Check America, Inc. and Sterling Infosystems, Inc. (together, “Defendants”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. Prior to initiating the lawsuit, on September 6, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders (“PAGA Notice”).

Defendants deny all of Plaintiff’s allegations and deny any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendants.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California during the PAGA Period (“Aggrieved Employees”). The period September 10, 2022 to March 17, 2025 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<Effective Date and full funding of the Gross Settlement Amount>>, the Released Parties were released from the Released PAGA Claims.

“Released Parties” means Defendants and their successors (including but not limited to First Advantage), officers, directors, employees, and agents.

“Released PAGA Claims” means any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, during the PAGA Period, irrespective of the underlying theory of recovery supporting the claim for PAGA penalties. The released claims include, but are not limited to, PAGA claims based on any alleged violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable IWC Wage Order.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Fund in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Administrator] at [toll-free phone number].