

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

MANUEL E. BARRIOS, an individual, on  
behalf of the State of California,

Plaintiff,

v.

2640 W WOODLAND, LLC, a California  
limited liability company; and DOES 1 through  
10, inclusive  
Defendants.

Case No.: 30-2024-01377367-CU-OE-CXC

[Hon. Layne H. Melzer, Dept. CX102]

**[] FINAL ORDER AND JUDGMENT**

Action Filed: February 2, 2024  
Trial Date: None Set

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

2            The Court has before it Plaintiff's Unopposed Motion for Approval of PAGA Settlement (the  
3 "Motion"),<sup>1</sup> and determining that the Settlement provides genuine and meaningful relief that benefits the  
4 public, is fair, adequate, reasonable, and otherwise being fully informed and good cause appearing  
5 therefor, it is hereby ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

6            1.        Unless otherwise provided herein, all capitalized terms used herein shall have the same  
7 meaning as defined in the Amended Settlement Agreement and Release ("Amended Settlement  
8 Agreement"). The Amended Settlement Agreement is attached to the Supplemental Declaration of Aubry  
9 Wand in Support of Plaintiff's Motion for Approval of PAGA Settlement (ROA # 61). The Court has  
10 jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to  
11 the action.

12           2.        The Court finds that the Settlement has been reached as a result of serious and non-  
13 collusive, arm's-length negotiations. The Court has considered the nature of the claims, the procedural  
14 history of this case, the amounts to be paid under the Settlement, the involvement of an experienced  
15 private mediator to facilitate the Settlement, the risks of continued litigation that Plaintiff would face, the  
16 civil penalties recoverable if Plaintiff was to prevail at trial on his theories of liability under his PAGA  
17 claim, the allocation of settlement proceeds among the PAGA Employees, and the fact that a settlement  
18 represents a compromise of the Parties' respective positions rather than the result of a finding of liability  
19 at trial.

20           3.        The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was  
21 entered into in good faith, and is fair, reasonable, and adequate. The Court also finds that the Settlement  
22 provides genuine and meaningful relief that benefits the public consistent with the purpose of the Private  
23 Attorneys General Act of 2004, California Labor Code § 2699, *et seq.*

24  
25  
26 \_\_\_\_\_  
27 <sup>1</sup> The Court has also reviewed and considered the records and files of this case, as well as all documents  
28 submitted in connection with the Motion, including the Supplemental Declarations of Aubry Wand and  
Manuel E. Barrios.

1           4.       The Court therefore approves the Settlement as set forth in the Amended Settlement  
2 Agreement and directs the Parties to effectuate the Settlement according to the terms set forth in the  
3 Amended Settlement Agreement.

4           5.       Neither the Settlement nor any of the terms set forth in the Amended Settlement  
5 Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the  
6 allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or  
7 of any wrongdoing by Defendant, or any of the other Released Parties.

8           6.       The Court finds that Plaintiff's Counsel has adequately represented the Plaintiff, the  
9 PAGA Employees, and the LWDA throughout the litigation and for purposes of entering into and  
10 implementing the Settlement.

11          7.       The Court finds that the Settlement, and in particular the Gross Settlement Amount  
12 ("GSA") of \$125,000 to be distributed as set forth herein and in the Amended Settlement Agreement, is  
13 in all respects fair, reasonable, and adequate and is hereby approved. *See* California Labor Code §  
14 2699(1)(2).

15          8.       Pursuant to the terms of the Settlement, Administration Costs in the amount of \$7,000,  
16 which are necessary and reasonable to administer the Settlement, are hereby granted and shall be paid to  
17 Xpand Legal Consulting, the designated third-party Settlement Administrator.

18          9.       Pursuant to the terms of the Settlement, the requested attorneys' fees in the amount of  
19 \$41,666.67 are reasonable under both the common fund method and the lodestar method. The GSA  
20 represents a true and common fund, as Defendant must pay the full GSA and no amount of the GSA will  
21 return to Defendant under any circumstances.

22          10.      The Court also finds that the requested attorneys' fees are reasonable under the lodestar  
23 method, or as a crosscheck on the percentage fee. Plaintiff' counsel's lodestar well exceeds the requested  
24 attorneys' fees. In fact, the fee award amounts to a significant implied negative multiplier on Plaintiff's  
25 counsel's lodestar.

26          11.      The Court further finds that Plaintiff's counsel's requested litigation costs of \$6,301.69 are  
27 reasonable and were necessary to prosecute the action.  
28

1           12.     Accordingly, and consistent with California Labor Code § 2699(g)(1), which authorizes an  
2     award of attorneys' fees and costs, the requested attorneys' fees in the amount of \$41,666.67 and  
3     litigation costs in the amount of \$6,301.69, are hereby granted and shall be paid to the Wand Law Firm,  
4     P.C.

5           13.     Pursuant to the terms of the Settlement, a Service Award in the amount of \$5,000.00 shall  
6     be paid to Plaintiff Manuel E. Barrios, in recognition of his efforts in prosecuting this action for the  
7     benefit of the State of California and PAGA Employees, and Plaintiff's broad general release of all of  
8     their individual claims against Defendant, is hereby granted and shall be paid to Plaintiff Manuel E.  
9     Barrios.

10          14.     After deducting Settlement Administration Costs, Attorneys' Fees and Costs, and the  
11     Service Award from the GSA, the remainder of \$65,031.64, consistent with California Labor Code §  
12     2699(i), shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to  
13     PAGA Employees. Accordingly, \$48,773.73 shall be paid to the LWDA, and \$16,257.91 shall be paid to  
14     PAGA Employees. The amount paid to PAGA Employees shall be a *pro rata* basis ("PAGA Employees  
15     Settlement Proceeds Fund"). The PAGA Employees Settlement Proceeds Fund will be divided by the  
16     total number of Eligible Pay Periods worked by all PAGA Employees during the Payroll Release Period  
17     plus the total number of §2810.5 violations, and the resulting figure will be referred to as the  
18     "Multiplier." Each PAGA Employee's pro rata share of the PAGA Employees Settlement Proceeds Fund  
19     will be determined by multiplying the Eligible Pay Periods that the PAGA Employee worked, plus one  
20     for a §2810.5 violation, if applicable, (the §2810.5 violation shall be the equivalent to a single Eligible  
21     Pay Period) by the Multiplier. That amount shall be referred to as the PAGA Employee's "Individual  
22     Share." If any non-exempt employee was hired by Defendant between 10/28/22 and 3/1/2024 but does  
23     not have any Eligible Pay Periods (i.e., they did not work during that period), he or she shall only be  
24     entitled to payment for the equivalent of one Eligible Pay Period based on a violation of §2810.5.

25          15.     Defendant shall fund the GSA under the following payment plan. Defendant lacks the  
26     financial resources to fund the Gross Settlement Amount absent this payment plan, because it is obligated  
27     to fund a settlement in an overlapping PAGA action, entitled *Preciado v. 2640 W Woodland, LLC*,  
28     Orange County Sup. Ct. Case No. 30-2022-012693335-CU-OE-CXC ("Preciado Action"), Defendant is

1 paying \$270,000 per quarter to fund the settlement in the *Preciado* Action, and is obligated to continue  
2 payments through October of 2026. Amended Settlement Agreement ¶ A.13. Thus, Defendant shall fund  
3 the Gross Settlement Amount in this Action pursuant to the following schedule:

| Installment Payment No. | Date      | Amount              |
|-------------------------|-----------|---------------------|
| 1                       | 12/1/2024 | \$12,500.00         |
| 2                       | 1/1/2025  | \$12,500.00         |
| 3                       | 2/1/2025  | \$12,500.00         |
| 4                       | 3/1/2025  | \$12,500.00         |
| 5                       | 4/1/2025  | \$12,500.00         |
| 6                       | 5/1/2025  | \$12,500.00         |
| 7                       | 6/1/2025  | \$12,500.00         |
| 8                       | 7/1/2025  | \$12,500.00         |
| 9                       | 8/1/2025  | \$12,500.00         |
| 10                      | 9/1/2025  | \$12,500.00         |
| <b>Total</b>            |           | <b>\$125,000.00</b> |

12 Upon the Funding Date, Plaintiff, as the representative for the State of California, and on behalf  
13 of PAGA Employees, will forever completely release and discharge the Released Parties from any and all  
14 known and unknown claims for the recovery of civil penalties under the California Private Attorneys  
15 General Act, California Labor Code § 2698, *et. seq.*, that were or could have been pleaded based on the  
16 factual allegations of the operative complaint on file in this Action, for the PAGA Release Period. This  
17 Settlement shall not impact any PAGA Employee's ability to assert California Labor Code claims other  
18 than PAGA claims (i.e., a claim brought under California Labor Code § 2698, *et. seq.*) or any other  
19 individual claims that may belong to PAGA Employees.

20 16. The terms of the Settlement Agreement, and this Order, are binding on the Plaintiff and  
21 PAGA Employees, and those terms shall have res judicata and other preclusive effect in all pending and  
22 future claims, lawsuits or other proceedings maintained by or on behalf of PAGA Employees, to the  
23 extent those claims, lawsuits or other proceedings constitute Released Claims as set forth in the  
24 Settlement Agreement.

25 17. Neither this Order nor the Settlement Agreement (nor any other document referred to  
26 herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as, an  
27 admission or concession by or against Defendant or the Released Parties of the validity of any claim or  
28 actual or potential fault, wrongdoing, or liability. Entering into or carrying out the Settlement Agreement,

1 and any negotiations or proceedings related to it, shall not be considered as, or deemed evidence of, an  
2 admission or concession as to Defendant's denials or defenses and shall not be offered or received in  
3 evidence in any action or proceeding against any party hereto in any court, administrative agency or other  
4 tribunal for any purpose whatsoever, except as evidence of the Settlement or to enforce the provisions of  
5 this Order and the Settlement Agreement; provided, however, that this Order and the Settlement  
6 Agreement may be filed in any action against or by Defendant or the Released Parties to support a  
7 defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or  
8 reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar  
9 defense or counterclaim.

10 18. Judgment in this matter is entered in accordance with the terms of the Settlement  
11 Agreement and Approval Order. This judgment is intended to be a final disposition of the above  
12 captioned action in its entirety, and it is intended to be immediately appealable.

13 19. Plaintiff has complied with the provisions of Labor Code §2699(1)((2) by submission of a  
14 copy of the Settlement Agreement and this Proposed Order to LWDA and this Court has received no  
15 objection to the settlement.

16 20. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes  
17 of supervising the implementation, enforcement, construction, administration, and interpretation of the  
18 Settlement Agreement and this Order, pursuant to California Code of Civil Procedure § 664.6 and  
19 California Rule of Court 3.769(h).

20 21. Plaintiff shall file a declaration from the Settlement Administrator re: distribution of the  
21 Settlement funds no later than: ten (10) court days prior to the Final Accounting hearing.

22 22. A non-appearance Final Accounting hearing shall take place on March 26, 2026 at 2:00  
23 p.m. in Department CX102 of this Court to confirm full administration of the settlement.

24 **IT IS SO ORDERED.**

25 DATED: May 5, 2025



26  
27 \_\_\_\_\_  
28 Honorable Layne H. Melzer  
Judge of the Superior Court