

D.LAW, INC.

Natalie Haritounian (SBN 324318)

n.haritounian@d.law

Enoch J. Kim (SBN 261146)

e.kim@d.law

Matthew J. Carraher (SBN 346860)

m.carraher@d.law

Antonia McKee (SBN 344511)

a.bliznets@d.law

250 N Madison Ave, 2nd Floor

Pasadena, CA 91101

Telephone: (818) 962-6465 / Fax: (818) 962-6469

DAVID YEREMIAN & ASSOCIATES, INC.

David Yeremian (SBN 226337)

david@yeremianlaw.com

250 N Madison Ave, 2nd Floor

Pasadena, CA 91101 Telephone: (818) 962-6465 / Fax: (818) 962-6469

Attorneys for Plaintiff Deysi Campos,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

DEYSI CAMPOS, an individual on behalf of
herself and all others similarly situated,

Plaintiffs,

v.

MUSCO OLIVE PRODUCTS, INC, a
California corporation; MUSCO FAMILY
OLIVE CO., a business entity of unknown
form; FULL STEAM STAFFING, LLC, a
Florida limited liability company; and Does 1
to 50, inclusive,

Defendants.

CASE NO.: STK-CV-UOE-2023-10580

Assigned for All Purposes To:
Hon. Robert T. Waters

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF
SETTLEMENT UNDER THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

Hearing Information:

Date: May 6, 2026

Time: 9:00 a.m.

Dept.: 11B

Action filed: October 5, 2023

FAC filed: December 8, 2023

Trial date: None Set

1 On May 6, 2026, at 9:00 a.m. in Department 11B, Plaintiff Deysi Campos' ("Plaintiff")
2 Motion for Approval of the PAGA Settlement Agreement ("Settlement Agreement") entered into
3 by and between Plaintiff, on behalf of herself, the State of California and all aggrieved
4 employees (the "Aggrieved Employees"), and Defendants Full Steam Staffing LLC ("Full
5 Steam") and Musco Olive Products, Inc. ("Musco") (collectively, "Defendants"), came before
6 the Court for hearing pursuant to the Private Attorney's General Act ("PAGA"), California
7 Labor Code § 2698 *et seq.* Plaintiff appeared via her counsel ("PAGA Counsel") and counsel
8 also appeared for Defendant. There were no other appearances and no objections to the Motion.
9 Having considered the Motion, the Settlement Agreement, all supporting documents, and the
10 arguments of counsel, and GOOD CAUSE having been shown, Plaintiff's Motion is
11 GRANTED.

12 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

13 1. This Order hereby fully incorporates the Settlement Agreement entered into
14 between Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of California, on
15 the one hand, and Defendants on the other hand. Unless otherwise provided herein, all
16 capitalized terms used herein shall have the same meaning as defined in the Settlement
17 Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters
18 relating thereto, and over all parties to the Action.

19 2. Aggrieved Employees are defined as (1) all individuals who were employed by
20 Full Steam in California as a non-exempt employee and assigned to Musco during the PAGA
21 Period, and who worked at least one day at Musco in California during the Full Steam PAGA
22 Period ("Full Steam Aggrieved Employees"), and (2) all direct employees of Musco employed as
23 a non-exempt employee in California who worked at least one day during the Musco PAGA
24 Period ("Musco Aggrieved Employees").

25 3. The Court has considered the nature of the claims, the amount paid in settlement,
26 which is \$291,528.00 ("Gross Settlement Amount"), the allocation of settlement proceeds among
27 the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties'
28 respective positions rather than the result of a finding of liability at trial. The Court hereby finds

1 the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory,
2 and has been reached as a result of serious and non-collusive, arm's-length negotiations. The
3 Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the
4 Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

5 4. The Court hereby finds that Plaintiff's notice of the proposed Settlement
6 submitted to the Labor and Workforce Development Agency ("LWDA") fully and adequately
7 complied with the notice requirements of California Labor Code § 2699.

8 5. Effective on the date when Defendants fully fund the entire Gross Settlement
9 Amount, Aggrieved Employees and the State of California will release claims against all
10 Released Parties as follows:

11 Release by Aggrieved Employees and the State of California:

12 All Aggrieved Employees and the State of California are deemed to release the
13 Released Parties from all claims for PAGA penalties that were alleged, or reasonably
14 could have been alleged, based on the facts stated in the Operative Complaint and the
15 PAGA Notice which occurred during the PAGA Period. Nothing in this Agreement shall
16 be construed to release any claims other than claims for civil penalties under the Private
17 Attorney General Act (Cal. Labor Code §§ 2699, et seq.).

18 "Released Parties" means Defendants and each of their former and present directors,
19 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
20 subsidiaries, and affiliates.

21 6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
22 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
23 allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the
24 Action, or of any wrongdoing by Defendant, or any of the other Released Parties. The
25 Settlement Agreement represents a compromise and settlement of highly disputed claims.
26 Defendant denies all liability in the Action. Representative treatment of the Aggrieved
27 Employees also is for settlement purposes only.

28 7. Pursuant to the terms of the Settlement, the Court approves Natalie Haritonian,
Esq., Enoch J. Kim, Esq., Matthew Carraher, Esq., and Antonia McKee, Esq. of D.Law, Inc., and
David Yeremian of David Yeremian & Associates, Inc. as PAGA Counsel for settlement
purposes.

1 8. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to
2 PAGA Counsel in the total amount of **\$97,176.00**, to be paid out of the Gross Settlement
3 Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the
4 Action.

5 9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Litigation
6 Expenses Payment to PAGA Counsel in the amount of **\$17,035.09**, to be paid out of the Gross
7 Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs
8 arising out of the Action.

9 11. The Court appoints ILYM Group, Inc. ("ILYM") to serve as the Settlement
10 Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards
11 administration related payments in the amount of **\$4,550.00** to Phoenix as compensation for its
12 fees and costs in administering this Settlement. This amount is to be paid out of the Gross
13 Settlement Amount.

14 12. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of
15 approximately **\$172,414.91** shall be allocated as follows: 75% (**\$129,311.18**) will be paid to the
16 LWDA and the remaining 25% (**\$43,103.73**) will be paid to the Aggrieved Employees pursuant
17 to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

18 13. Defendants will not be required to pay any additional amounts in connection with
19 the Settlement other than those amounts specifically set forth in the Settlement Agreement and
20 this Order.

21 14. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
22 purposes of supervising the implementation, enforcement, construction, administration, and
23 interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to
24 California Code of Civil Procedure Section 664.6.

25 15. The Court hereby enters judgment of the entire Action, with prejudice, for the
26 reasons set forth above and upon the terms set forth in the Settlement Agreement. This Order
27 shall have full equitable and collateral estoppel and res judicata effect and be final and binding
28 upon Plaintiff, the LWDA, and the Aggrieved Employees regarding the Released PAGA Claims.

1 16. This Judgment is intended to be a final disposition of the above-captioned action
2 in its entirety and is intended to be immediately appealable. Subject to the Court's continuing
3 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

4 17. As the Judgment is consistent with the terms of the Settlement Agreement, the
5 Parties and their respective counsel waive all rights to appeal from the Judgment, including all
6 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
7 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include
8 any waiver of the right to oppose such motions, writs or appeals. If another individual or entity
9 who is not a Party to this Agreement appeals the Judgment, the Parties' obligations to perform
10 under the Settlement Agreement will be suspended until such time as the appeal is finally
11 resolved and the Judgment becomes final.

12 **IT IS SO ORDERED.**

13
14 DATED: _____ 2026

Hon. Robert T. Waters
Judge of the Superior Court