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DAVID HERRERIA TORRES, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT

(*UNLIMITED JURISDICTION*)

DAVID HERRERIA TORRES, as an "aggrieved employee" on behalf of himself and other similarly situated "aggrieved employees" under the Labor Code Private Attorneys General Act of 2004,

Plaintiff,

vs.

JMG SPECIALTIES, INC., a California corporation; JOSEPH M. GAGE, an individual; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 24STCV05341

[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT

Action filed:	March 4, 2024
Hearing Date:	April 2, 2027
Hearing Time:	10:00 a.m.
Hearing Dept:	50, Hon. Teresa A. Beaudet

Reservation ID: 006301682312

Under Labor Code section 2699(*l*)(2) of the California Private Attorneys General Act of 2004 ("PAGA"), the Motion of Plaintiff David Herreria Torres ("Plaintiff") for Approval of Settlement under PAGA came before this Court on April 2, 2027.

Plaintiff's Complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the PAGA notice letter to the California Labor Workforce and Development Agency ("LWDA"), dated December 18, 2023 (the "PAGA Notice"), on behalf of all individuals who are, or were, employed by Defendant JMG Specialties, Inc. ("Defendant" or "JMG") as non-exempt employees in California during the PAGA Period of December 18, 2022, through November 12, 2025 (the "Aggrieved Employees").

Under PAGA, in any action brought by an Aggrieved Employee, the Court "shall review and approve any settlement of any civil action filed pursuant to this part." *Lab. Code,* § 2699, subd. (*l*)(2). Accordingly, the Court, having considered the proposed settlement set forth in the Settlement Agreement, including the proposed PAGA penalties, under Labor Code section 2699, subdivision (*l*)(2), having considered the papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

2. The Court finds in favor of settlement approval, and therefore approves the Settlement of the above-captioned action, as set forth in the PAGA Settlement Agreement between the Parties and each of the releases and other terms, as fair, just, reasonable, and adequate;

3. The Court finds further that Plaintiff, acting on behalf of himself and the State of California, by operation of this Order and Judgment hereby releases and forever discharges Defendant and the Releasees (as defined in the Settlement Agreement) from any and all Released PAGA Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiff's Complaint, including any and all known and unknown claims for civil penalties under PAGA that arise;

4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released PAGA Claims and Releasees;

5. The Parties are directed to comply with all terms of the Settlement Agreement, and Defendant is directed to make all payments required by the Settlement Agreement;

6. Under the Settlement Agreement, Defendant agrees to pay a maximum sum of One Hundred Thousand Dollars ($100,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, PAGA Counsel's Fees Payment and Litigation Expenses Payment, and Settlement Administration Costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an award of attorney's fees of Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($33,333.33) and litigation expenses of Six Thousand Seven Hundred Six Dollars and Sixty-Eight Cents ($6,706.68). The settlement administrator, Phoenix Settlement Administrators, requests administration costs of Three Thousand Five Hundred Dollars and Zero Cents ($3,500.00). Defendant does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement Administrator to make the above payments to payments from the Gross Settlement Amount as follows:

a. $33,333.33 in attorney's fees to MM Law, APC;
b. $6,706.68 in litigation costs to MM Law, APC;
c. $3,500.00 in administration costs to Phoenix Settlement Administrators; and
d. After deducting the foregoing payments, the estimated remainder of approximately $56,459.99 shall form the Net Settlement Amount. Pursuant to Labor Code section 2699(i), the Net Settlement Amount will then be distributed 75 percent ($42,344.99) to the LWDA, and the remaining 25 percent ($14,115.00) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement.

7. The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and all causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties pursuant to Code of Civil Procedure section 664.6 for the purpose of supervising implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED:_____

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HON. TERESA A. BEAUDET
JUDGE OF THE SUPERIOR COURT