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

JOSEPH VILLANUEVA, an individual and on  
behalf of all others similarly situated;

Plaintiff,

vs.

NEWPORT PACIFIC CAPITAL COMPANY,  
INC., a California corporation; and DOES 1  
through 50,

Defendants.

Case No.: 30-2024-01380407-CU-OE-CXC

[Assigned for All Purposes to:  
Hon. David A. Hoffer, Dept. CX103]

**(PROPOSED) JUDGMENT AND ORDER  
GRANTING PLAINTIFF’S MOTION  
FOR APPROVAL OF PAGA  
SETTLEMENT, ATTORNEY’S FEES  
AND COSTS, AND SERVICE AWARD**

Action Filed: February 16, 2024  
Trial Date: Not Set

1 Plaintiff Joseph Villanueva's ("Plaintiff") Motion for Approval of California Private  
2 Attorneys General Act ("PAGA") Settlement, Attorney's Fees and Costs, and Service Award (the  
3 "Motion") came on regularly for hearing before this Court on August 24, 2026, at 1:30 p.m. This  
4 Court, having considered the PAGA Settlement Agreement (the "Settlement" or "Agreement")  
5 between Plaintiff and Defendant Newport Pacific Capital Company, Inc. ("Defendant"), Plaintiff's  
6 Motion and Memorandum of Points and Authorities and Supplemental Brief in support thereof, and  
7 supporting declarations filed therewith; and good cause appearing, **HEREBY ORDERS,**  
8 **ADJUDGES, AND DECREES AS FOLLOWS:**

9 1. The Court, for purposes of this Judgment and Order, incorporates and adopts all  
10 defined terms and provisions as set forth in the Agreement, which was attached to the Declaration  
11 of William C. Sung in Support of Motion for Approval of PAGA Settlement as "Exhibit 1".

12 2. The Court hereby GRANTS the Motion.

13 3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims  
14 asserted in this action and is authorized to act as a private attorney general with respect to the  
15 PAGA claims being released under the terms of the Settlement. The California Labor and  
16 Workforce Development Agency (the "LWDA") was provided with notice of the Settlement via its  
17 online submission process and the LWDA has not made any objection to the Settlement.

18 4. The obligations set forth in the Settlement Agreement regarding the settlement of the  
19 Action are deemed part of this Judgment and Order, and the Parties and the Settlement  
20 Administrator are ordered to carry out the Settlement Agreement according to its terms and  
21 provisions.

22 5. Release of Claims. Upon the entry of this Judgment and Order and full payment by  
23 Defendant of the Gross Settlement Amount, the State of California and all Aggrieved Employees,  
24 including Plaintiff, on behalf of themselves and their respective former and current representatives,  
25 agents, attorneys, heirs, administrators, successors, and assigns, and the State of California, will  
26 release any and all PAGA Released Claims against the Released Parties that arose during the PAGA  
27 Period.

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- 1           a.       “Aggrieved Employees” are all current and former hourly or non-exempt  
2 employees employed by Defendant in California during the PAGA Period.
- 3           b.       The “Gross Settlement Amount” is \$340,000.00.
- 4           c.       The “PAGA Period” means February 16, 2023 through November 22, 2025.
- 5           d.       “Released Parties” are Defendant Newport Pacific Capital Company, Inc. and  
6 each of its former and present directors, officers, shareholders, owners, members, predecessors,  
7 successors, assigns, subsidiaries, and affiliates.
- 8           e.       “PAGA Released Claims” means any and all claims for PAGA civil penalties  
9 that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint  
10 and LWDA Letter, including claims for minimum wage violations, overtime wage violations, meal  
11 period violations, rest period violations, paid sick leave violations, wage statement penalties,  
12 waiting time penalties, failure to reimburse necessary business expenses, failure to pay call-back  
13 pay premiums, and violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510,  
14 512, 516, 558, 558.1, 1174, 1182.8, 1194, 1197, 1197.1, 1198, and 2802.
- 15       6.       The Settlement is not an admission by Defendant, nor is this Judgment and Order a  
16 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Judgment  
17 and Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the  
18 Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or  
19 liability whatsoever by or against Defendant.
- 20       7.       The Court appoints Phoenix Settlement Administrators as the Settlement  
21 Administrator.
- 22       8.       Defendant shall pay the Gross Settlement Amount within 14 days of the Effective  
23 Date, which is the date of entry of this Judgment and Order.
- 24       9.       Within 14 days after Defendant pays the Gross Settlement Amount, the Settlement  
25 Administrator shall disburse the Gross Settlement Amount as follow:
- 26           a.       A payment in the amount of \$160,327.28, payable to the LWDA for civil  
27 penalties pursuant to PAGA;

28   ///

1           b.       Individual PAGA Payments totaling \$53,442.43, payable to the Aggrieved  
2 Employees on a pro rata basis in accordance with the formula set forth in § III.5.a. of the Agreement  
3 for civil penalties pursuant to PAGA, along with a copy of the Explanatory Letter, attached to this  
4 Judgment and Order as Exhibit 1, in English and Spanish:

5           c.       An award of \$102,000.00, representing 30% of the Gross Settlement  
6 Amount, to Justice for Workers, P.C. for attorney's fees pursuant to PAGA;

7           d.       An award of \$13,480.30 to Justice for Workers, P.C. for attorney's costs  
8 pursuant to PAGA;

9           e.       A payment of \$5,000.00 to Plaintiff Joseph Villanueva for his services to the  
10 State and Aggrieved Employees, pursuant to the Settlement; and

11          f.       A payment in the amount of \$5,750.00 to the Settlement Administrator,  
12 Phoenix Settlement Administrators, for settlement administration costs.

13          10.      The Parties shall bear their own respective attorney's fees and costs, except as  
14 otherwise provided for in the Settlement and approved by the Court. Defendant and the Released  
15 Parties shall have no further liability for costs, expenses, interests, attorney's fees, or for any other  
16 charge, expense, or liability relating to the Released Claims and shall be released from all claims as  
17 set forth in the Settlement Agreement and in this Judgment and Order.

18          11.      Plaintiff shall submit a copy of this Judgment and Order to the LWDA within 14  
19 days after entry of this Judgment and Order.

20          12.      This Judgment and Order is intended to be a final disposition in its entirety of the  
21 above-captioned action. Pursuant to California Code of Civil Procedure section 664, this Court shall  
22 retain jurisdiction over the Parties, Action, and the Settlement Agreement solely for purposes of (i)  
23 enforcing the Settlement Agreement and/or this Judgment and Order, (ii) addressing settlement  
24 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

25          13.      The Court sets a Final Report Hearing on June 21, 2027 at 1:30 p.m. in Department  
26 CX103. Plaintiff is ordered to file a final report and declaration by the Settlement Administrator  
27 regarding settlement distribution, including the actual amounts paid to the Aggrieved Employees  
28 and the other amounts distributed under the Settlement, including any uncashed checks, no later

1 than 16 court days prior to the Hearing.

2 **IT IS SO ORDERED.**

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4 DATED: \_\_\_\_\_, 2026

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5 Hon. David A. Hoffer  
6 Judge of the Superior Court  
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