

1 **JUSTICE FOR WORKERS, P.C.**

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**

10 ERNESTO AGUIRRE, an individual and on
11 behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 AFTON PROPERTIES, INC., a California
15 corporation; STAFFPAY, LLC, a California
16 limited liability company; and DOES 1 through
50,

17 Defendants.

Case No.: CIVSB2412177

[Assigned for All Purposes to:
Wilfred J Schneider, Jr., Dept. S32]

**(PROPOSED) JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT AND ATTORNEY'S
FEES AND COSTS**

(Filed Concurrently with Notice of Motion
and Motion for Approval of PAGA Settlement
and Supporting Declarations)

DATE: April 21, 2026

TIME: 8:30 a.m.

DEPT: S32

Action Filed: December 17, 2023

Trial Date: Not Set

1 Plaintiff Ernesto Aguirre's ("Plaintiff Aguirre") Motion for Approval of California Private
2 Attorneys General Act ("PAGA") Settlement and Attorney's Fees and Costs (the "Motion") came
3 on regularly for hearing before this Court on April 21, 2026 at 8:30 a.m. This Court, having
4 considered the PAGA Settlement Agreement (the "Settlement" or "Agreement") between Plaintiff
5 Aguirre, Leah Pauli ("Plaintiff Pauli") who is the plaintiff in the related PAGA representative
6 action, *Leah Pauli v. Afton Properties, Inc., et al.*, Case No. CIVSB2411749 (the "*Pauli Action*"),
7 and Defendants Afton Properties, Inc. and StaffPay, LLC (collectively, "Defendants"), Plaintiff
8 Aguirre's Motion and Memorandum of Points and Authorities in support thereof, and supporting
9 declarations filed therewith; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND**
10 **DECREES AS FOLLOWS:**

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

14 2. The Court hereby GRANTS the Motion.

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

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

24 5. Release of Claims. Upon entry of this Judgment and Order and full payment by
25 Defendants of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiffs, are
26 deemed to release, on behalf of themselves and their respective former and present representatives,
27 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims
28 for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have

1 been alleged, based on the facts stated in the Actions and the PAGA Notices.

2 a. "Aggrieved Employees" means all persons employed by Defendants as a
3 non-exempt employee in California during the PAGA Period.

4 b. The "Gross Settlement Amount" is \$300,000.00.

5 c. The "PAGA Period" means the time period from March 18, 2023 to June 13,
6 2025.

7 d. "Released Parties" are Defendants and each of its former and present
8 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
9 assigns, subsidiaries, and affiliates.

10 6. The Settlement is not an admission by Defendants, nor is this Judgment and Order a
11 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this
12 Judgment and Order, the Settlement, nor any document referred to herein, nor any action taken to
13 carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission,
14 concession, or liability whatsoever by or against Defendants.

15 7. The Court appoints ILYM Group, Inc. as the Administrator.

16 8. Defendant shall pay the Gross Settlement Amount within 30 calendar days of the
17 Effective Date.

18 9. Within 14 days after Defendant pays the Gross Settlement Amount, the
19 Administrator shall disburse the Gross Settlement Amount as follow:

20 a. A payment in the amount of \$110,252.90, payable to the LWDA for civil
21 penalties pursuant to PAGA;

22 b. Individual PAGA Payments totaling \$36,750.97, payable to the Aggrieved
23 Employees on a pro rata basis in accordance with the formula set forth in § 3.2.4.1 of the
24 Agreement for civil penalties pursuant to PAGA along with the explanatory letter attached as
25 Exhibit 5 to the Declaration of William C. Sung;

26 c. An award of \$100,000.00 to PAGA Counsel for attorney's fees pursuant to
27 PAGA, broken down as \$50,000.00 to Justice for Workers, P.C. and \$50,000.00 to Aegis Law Firm,
28 PC.

1 d. An award of \$8,734.64 to Justice for Workers, P.C. and \$19,811.50 to Aegis
2 Law Firm, PC for attorney's costs pursuant to PAGA;

3 e. Individual Settlement of Plaintiffs in the amount of \$10,000.00 to Plaintiff
4 Aguirre and \$10,000.00 to Plaintiff Pauli;

5 f. A payment in the amount of \$4,450.00 to the Settlement Administrator for
6 settlement administration costs.

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

12 11. Plaintiffs shall submit a copy of this Judgment and Order to the LWDA within 14
13 calendar days after entry of this Judgment and Order.

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

19 13. The Court sets a Non-Appeal Case Review Re: Settlement Distribution on
20 _____ at ____ a.m. in Department S32. Plaintiff is ordered to file a final report and
21 declaration by the Settlement Administrator regarding settlement distribution no later than 5 court
22 days prior to the hearing.

23 **IT IS SO ORDERED. ADJUDGED, AND DECREED.**

24
25 DATED: _____, 2026

26 Hon. Wilfred J Schneider, Jr.
27 Judge of the Superior Court
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