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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

RAMIRO PENALOZA JR. and PETER
FERRY, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

WWS ACQUISITION LLC., a Missouri
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-0004594

(Assigned to the Honorable Esmeralda Zendejas,
Dept. 11A)

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION TO APPROVE
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
AND JUDGMENT**

Date: October 7, 8, 10, 15 or 17, 2025
Time: 9:00 a.m.
Dept.: 11A

Action Filed: April 15, 2024
Trial Date: None Set

[PROPOSED] ORDER

Plaintiffs Ramiro Penaloza Jr. and Peter Ferry's (together, "Plaintiffs") Motion for an Order to Approve Settlement Pursuant to the Private Attorneys General Act came on regularly for hearing. Appearances for Plaintiffs and Defendant WWS Acquisition LLC ("Defendant") (Plaintiffs and Defendant collectively, the "Parties") were noted on the record.

The Court has considered the Motion, Settlement Agreement, and all other papers filed in this action.

NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. Plaintiffs' Motion to Approve Settlement Pursuant to the Private Attorneys General Act is granted. The Court finds that the Settlement is fundamentally fair, reasonable, and adequate, and consistent with the purpose of PAGA; that Plaintiffs have fairly and adequately protected the interests of the members of the Aggrieved Employees; and that Plaintiffs' Counsel are qualified to serve as counsel for the Plaintiffs in their individual and representative capacities and for the aggrieved employees.

2. The Parties are hereby ordered to carry out the terms of the Settlement Agreement. Defendant is hereby ordered to fund the Maximum Settlement Amount of \$675,000.00 within thirty (30) calendar days of the Effective Date.

3. Pursuant to Labor Code § 2699(i), and within ten (10) calendar days of receiving the Maximum Settlement Amount, the Settlement Administrator shall distribute the Maximum Settlement Amount, as follows:

- \$236,250.00 to Plaintiff's Counsel as attorneys' fees;
- \$23,066.45 to Plaintiffs' Counsel as costs, based on the following breakdown:
\$13,540.22 to Diversity Law Group, PC, and \$9,526.23 to Blumenthal Nordrehaug Bhowmik De Blouw LLP;
- \$8,250.00 to the Settlement Administrator;
- \$10,000.00 Plaintiff Penaloza as the enhancement award, and \$10,000.00 to Plaintiff Ferry as the enhancement award;
- The remainder, or the PAGA Payment, after the above deductions shall be

distributed 75% to the Labor and Workforce Development Agency (“LWDA”) and 25% to the Aggrieved Employees based on the formula set forth in the Settlement Agreement.

4. The Court appoints Phoenix Settlement Administrators to administer the Settlement pursuant to the terms of the Settlement Agreement.

5. The Settlement is not an admission by Defendant nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

6. The Court hereby grants approval of the Settlement in accordance with the terms of the Settlement and this Order. Without affecting the finality of the Settlement or Judgment entered separately, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties for purposes of enforcing and interpreting this Order and the Settlement.

7. By operation of this Order, Plaintiffs shall fully, finally, and forever release and discharge Defendant and the Released Parties from any and all of Plaintiffs’ released claims and shall be forever barred from pursuing such released claims against Defendant and the Released Parties.

8. By operation of this Order, the State of California (including the LWDA) and the Aggrieved Employees (including Plaintiffs) shall for the PAGA Period fully, finally and forever release and discharge Defendant and the Released Parties from any and all PAGA Released Claims, and shall be forever barred from pursuing such Released Claims against Defendant and the Released Parties.

9. The Court approves of the proposed letter attached to the Settlement Agreement as Exhibit A to be sent to Aggrieved Employees along with their respective settlement check.

10. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties and the Aggrieved Employees to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent of the Settlement and this Order, for example,

1 in the event that any of the Aggrieved Employees attempt to pursue any of the Released Claims
2 against any of the Released Parties.

3 11. Plaintiffs' counsel shall submit a copy of this Order to the LWDA within seven (7)
4 days of the entry of the Order.

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

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7 DATED: _____

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9 HONORABLE ESMERALDA ZENDEJAS
10 SUPERIOR COURT OF CALIFORNIA
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