

FILED
San Diego Superior Court

FEB 27 2026

Clerk of the Superior Court
By: A. Zarzoso, Deputy

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Joel M. Gordon (SBN 280721)
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ROGELIO VILLASENOR, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

IMIA, LLC, a Florida limited liability
company; and DOES 1 through 100,

Defendants.

Case No. 37-2024-00023535-CU-OE-CTL

[Assigned for all purposes to the Hon. Carolyn Caietti]

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
PAYMENT**

Date: February 27, 2026

Time: 10:30 a.m.

Dept.: C-70

Complaint filed: May 21, 2024

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on February 27, 2026 at 10:30
2 a.m. Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents and
3 evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(l). Good cause appearing therefore, the Court
9 hereby GRANTS Plaintiff Rogelio Villasenor's ("Plaintiff") Motion for Approval of Claims
10 under the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" consist of all current and former non-exempt
12 employees who worked for Defendant IMIA, LLC ("Defendant") in California at any time from
13 May 21, 2023 through August 30, 2025 (the "PAGA Period").

14 2. The California Labor Workforce and Development Agency ("LWDA") has been
15 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(l)(2),
16 (l)(4). In particular, on the date Plaintiff filed a Motion seeking approval of the Settlement with
17 the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
18 Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice
19 requirements of PAGA.

20 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
21 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
22 terms.

23 4. The Court orders that Defendant shall fully fund the Gross Settlement Amount of
24 \$482,955.00 by transmitting the funds to the Administrator no later than ten (10) business days
25 after providing the Settlement data to the Administrator, pursuant to the terms of this Settlement.

26 5. The Court hereby approves, as to form and content, the proposed Notice of PAGA

27
28 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
Settlement Agreement, attached as Exhibit 1 to the Declaration of Sean M. Blakely submitted
concurrently with the Motion.

1 Settlement submitted by the parties and included as Exhibit A to the Settlement.

2 6. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator.

3 7. Within twenty (20) business days after: (i) Plaintiff's Counsel has served upon
4 IMIA a Notice of Entry of Judgment on the Court's Order Approving this Settlement; and (ii) the
5 Court has entered an Order dismissing the class claims alleged in the Action, Defendant shall
6 provide the Settlement Administrator with a list containing each Aggrieved Employee's full
7 name, last known mailing address, Social Security number, and number of PAGA Pay Periods,
8 pursuant to the terms of the Settlement.

9 8. Within fourteen (14) days after Defendant funds the Gross Settlement Amount,
10 the Settlement Administrator shall issue payments to (1) Aggrieved Employees; (2) the LWDA;
11 (3) Plaintiff's Counsel for Plaintiff's Counsel's Court-approved attorneys' fees and litigation
12 costs and expenses; (4) Plaintiff for the Court-approved enhancement payment, and (5) the
13 Settlement Administrator for Court-approved Settlement administration costs incurred in
14 connection with the Settlement.

15 9. The Court finds that attorneys' fees in the amount of one-third of the Gross
16 Settlement Amount (currently estimated to be \$160,985.00) for Plaintiff's Counsel, and
17 reimbursement of litigation costs of up to \$12,416.47 to Plaintiff's Counsel, are fair, reasonable,
18 and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
19 Counsel as provided for in the Settlement Agreement.

20 10. The Court orders that the Settlement Administrator shall be paid up to \$5,350.00
21 for all of its work done and to be done until the completion of this matter, and finds that sum
22 appropriate.

23 11. The Court finds that the requested Enhancement Payment of \$5,000.00 to Plaintiff
24 is fair, adequate, and reasonable in recognition of the unique contributions he made and the risks
25 he undertook, on behalf of the Aggrieved Employees and the State of California, and orders that
26 the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
27 Agreement.

28 12. The Court finds that the amount of \$224,402.65, representing 75% of the Net

Settlement Amount, allocated as PAGA civil penalties under the Settlement, to be paid to the California Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement Agreement. The Court further finds that the amount of \$74,800.88, representing 25% of the Net Settlement Amount, allocated as PAGA civil penalties under the Settlement, to be paid to the Aggrieved Employees (i.e., Individual PAGA Payments) as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to Aggrieved Employees on a pro rata basis in accordance with the terms of the Settlement and this Order.

13. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments uncashed for more than 180 days after issuance, shall be sent to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee.

14. The Court approves the scope of the release as set forth in the Settlement. Following entry of this Judgment and Order and the Gross Settlement Amount being fully funded, Plaintiff, Aggrieved Employees, and the State of California will release the PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the settlement and judgment entered thereon and the Settlement being fully funded, Plaintiff, Aggrieved Employees, and the State of California will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties. The PAGA Released Claims are limited to claims for civil penalties pursuant to PAGA and do not include any Aggrieved Employee's individual claims for wages or damages.

15. Plaintiff is directed to submit a copy of this Order and entry of judgment to the LWDA within ten (10) calendar days of the date of this Order and entry of judgment.

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1 16. Plaintiff shall file a declaration confirming the final distribution of funds on or
2 before 6/11/2026.

3 17. Court sets a Status Conference re: Distribution
4 on June 18, 2026 at 9:45 a.m. in D70.

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

6 Dated: 2/27/26

7 By: Carolyn Caietti
8 Honorable Carolyn Caietti
9 Judge of the Superior Court
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