

LAUREL EMPLOYMENT LAW

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

JUAN GARCIA, an individual, on behalf of
himself and all other Aggrieved Employees,

Plaintiff,

vs.

MANN TRANS, INC., a California
Corporation; and DOES 1 to 10 inclusive,

Defendants.

Case No.: BCV-24-102530

**[PROPOSED] ORDER GRANTING MOTION
FOR APPROVAL OF PRIVATE ATTORNEY
GENERAL ACT ("PAGA") SETTLEMENT AND
JUDGMENT**

Department: 17

Judge: Hon. Thomas S. Clark

Trial Date: August 3, 2026

Complaint Filed: July 29, 2024

Hearing Date: June 17, 2026

Hearing Time: 8:30AM

Law & Motion Department 17

Filed Herewith:

1. Notice of Motion and Motion; Memorandum of Points and Authorities
2. Declaration of Eli Hamblet with Exhibits

[Proposed] Order

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

The Motion for Approval of PAGA Settlement came before the Court, the Honorable Thomas S. Clark presiding, on June 17, 2026. The Court, having considered the papers and arguments submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

1. All terms herein shall have the same meaning as defined in the PAGA Settlement Agreement (the “Settlement”), a copy of which is attached hereto as **Exhibit A**.

2. Pursuant to California Labor Code Private Attorney General Act (“PAGA”) (Cal. Lab. Code § 2699(1)(2), (1)(4)), the Labor Workforce and Development Agency (“LWDA”) has been given notice of the Settlement. On the date Plaintiff filed the motion seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a Notice of Settlement enclosing a copy of the Settlement. Plaintiff’s Notice of Settlement to the LWDA complied with the requirements of PAGA.

3. The Court confirms approval of the Settlement as to the following group of individuals, collectively referred to as the “Aggrieved Employees”: All non-exempt employees employed by Mann Trans in California who worked for Mann Trans during the PAGA Period. The PAGA Period is defined as: July 9, 2023, to the date of final approval.

4. The Court has jurisdiction over the subject matter of this litigation, over all Aggrieved Employees, and over those persons and entities undertaking affirmative obligations under the Settlement.

5. The Settlement is approved under California Labor Code section 2699(1)(2).

6. The Notice of PAGA Settlement and Release of Claims, attached hereto as **Exhibit A** fairly and adequately describes the Action, the approved Settlement, and is the best notice practicable under the circumstances.

7. The Court approves the following release of claims:

Plaintiff and his, her or their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time or based on occurrences outside the

PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigned, the Released Parties from all Claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

8. The Gross Settlement Amount equals \$255,000.00. Mann Trans will pay a total of \$285,000.00 (\$255,000.00 as the Gross Settlement Amount and \$30,000.00 as Plaintiff's Individual Settlement Payment). Mann Trans shall fund the Total Settlement Amount, per the terms of the Settlement Agreement, as follows: (1) \$57,000.00 is due within 15 calendar days of the Effective Date of the Agreement; Four additional monthly installments of \$57,000.00 each, shall be due on the same calendar day of each successive month following the first installment payment date (the "Monthly Payment Date"). If the Monthly Payment Date falls on a weekend or federal holiday, payment shall be due on the first business day thereafter. The Effective Date means the date by which both of the following have occurred: (a) the Court enters a judgment on its Order Approving the PAGA Settlement, and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

9. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Mann Trans. The Administrator will disburse Plaintiff's Individual Settlement Payment at the same time as the Individual PAGA Payment to the PAGA Group.

1 10. The Gross Settlement Amount, Net Settlement Amount, and the methodology used to
2 calculate each Aggrieved Employee Settlement Award, in accordance with the Settlement Agreement is
3 approved under California Labor Code section 2699(1)(2).

4 11. The Court authorizes the Settlement Administrator to calculate and pay the Aggrieved
5 Employee Settlement Awards in accordance with the terms of the Settlement Agreement.

6 12. The Court awards ILYM Group, Inc., the Settlement Administrator in this Action fees and
7 costs not to exceed \$5,000.00, in accordance with the terms of the Settlement.

8 13. Under the terms of the Settlement, 65% of the Net Settlement Amount will be paid to the
9 State of California Labor Workforce and Development Agency ("LWDA Payment"), the remaining
10 amount of the Net Settlement Amount shall be distributed to the Aggrieved Employees in accordance
11 with the terms of the Settlement.

12 14. Within 14 calendar days after Mann Trans funds the Total Settlement Amount, the
13 Administrator will mail Plaintiff's Individual Settlement Payment to Plaintiff. The Administrator will
14 issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First
15 Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than
16 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all
17 checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update
18 the recipients' mailing addresses using the National Change of Address Database.

19 15. The Court approves reasonable attorneys' fees in the amount of \$84,915.00 to Plaintiff's
20 counsel in the Action.

21 16. The Court approves reasonable costs not to exceed \$5,000.00 to Plaintiff's counsel in the
22 Action.

23 17. The Court retains exclusive and continuing jurisdiction over this Action for the purposes
24 of supervising, administering, implementing, interpreting, and enforcing this Order, as well as the
25 Settlement.

26 18. Nothing in this Judgment or the Settlement shall be construed as an admission or
27 concession by any party. The Settlement and resulting Judgment simply represent a compromise of
28 disputed allegations.

1 19. Plaintiff is directed to submit a copy of this Judgment to the LWDA within ten (10) days
2 of the date of this Order.

3 20. After an entry of Judgment, the Court will retain jurisdiction over the Parties, Action and
4 the Settlement, solely for the purposes of (i) enforcing the Settlement Agreement and/or Judgment, (ii)
5 addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are
6 permitted by law.

7 21. The Court shall set a hearing for Final Accounting (Nonappearance) on _____
8 at _____. No later than (5) court days prior to the status of distribution of funds hearing, Plaintiff
9 shall file a report of the Settlement Administrator.

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11 DATED: _____

IT IS SO ORDERED

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15 Hon. Thomas S. Clark
16 Judge of the Superior Court
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