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16 *Aggrieved Employees*

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF LOS ANGELES**

19 **Marco Villasenor**, individually and on behalf of
20 all similarly situated individuals,

21 Plaintiff,

22 vs.

23 **J.G. Boswell Company**, a California
24 Corporation; and **Does 1-10**, inclusive;

25 Defendants.

FILED

Superior Court of California
County of Los Angeles

09/15/2026

David W. Slayton, Executive Officer / Clerk of Court

By: S. Barrera Deputy

CASE NO. 24STCV26669

[Assigned for all purposes to the Hon. Karine
Mkrtchyan, Department 512]

PAGA ACTION

[PROPOSED] JUDGMENT

1 ~~[PROPOSED]~~ JUDGMENT

2 Judgment is hereby entered in accordance with the terms of this Court's Order Granting Final
3 Approval of Class and PAGA Representative Action Settlement dated July 28, 2026 ("Final Approval
4 Order").

5 1. For the purposes of this Judgment, the Court hereby incorporates the Parties' Settlement
6 Agreement by reference.¹

7 2. The Court hereby enters Judgment in accordance with the terms of the Settlement
8 Agreement. Upon entry of this Judgment, the Parties shall effectuate and carry out the terms of the
9 Settlement Agreement.

10 3. The Named Plaintiffs, the State of California through the Labor Workforce Development
11 Agency ("LWDA") and PAGA Settlement Members are bound by this Judgment.

12 4. The Court finds that the Settlement constitutes a fair, adequate, and reasonable
13 compromise of the State of California's and PAGA Settlement Members' claims for civil penalties under
14 PAGA. The Settlement will avoid additional and potentially substantial litigation costs, as well as the
15 delay and risks inherent in continued litigation and, after considering the monetary recovery for claimed
16 civil penalties provided as part of the Settlement in light of the challenges posed by continued litigation,
17 the Court concludes that Class Counsel secured significant relief for State and PAGA Settlement
18 Members by the Settlement. The Court finds that the Settlement Agreement has been reached as a result
19 of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
20 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their
21 respective positions in reaching the Settlement.

22 5. The Court further finds that the Settlement is, in all respects, fair, adequate, and
23 reasonable, consistent and compliant with all applicable requirements of the California Code of Civil
24 Procedure, the California and United States Constitutions, including the Due Process clauses, the
25 California Rules of Court, and any other applicable law, and in the best interests of each of the State and
26

27 ¹ A copy of the Settlement Agreement between Plaintiff Marco Villasenor, Kimley Rocha, and
28 Defendants J.G. Boswell Company ("the Parties") is attached to the Declaration of Navid Barahmand in
Support of Plaintiff's Motion as **Exhibit 1** and is made a part of this Order. All capitalized terms used in
this order have the same meaning, force and effect as set forth in the Settlement Agreement.

1 the PAGA Settlement Members.

2 6. The Court finds that Plaintiffs' Counsel timely provided adequate notice of the Settlement
3 to the California Labor and Workforce Development Agency ("LWDA") in accordance with California
4 Labor Code § 2699(l)(2) and the LWDA did not take action in response to that submission as of the date
5 of this Order.

6 7. The Court finds and determines that the LWDA Payment is fair, reasonable, and
7 appropriate under PAGA's requirements. The Court hereby approves and orders the LWDA Payment
8 be made to the LWDA in accordance with the Settlement Agreement.

9 8. The Court finds and determines that the Individual PAGA Settlement Member Payments
10 to be paid to the PAGA Settlement Members as provided for by the Settlement as their share of civil
11 penalties in this case are fair and reasonable and consistent with PAGA's requirements for allocation of
12 penalties. The Court hereby approves and orders the payment of those amounts to be made to the PAGA
13 Settlement Members in accordance with the Settlement Agreement, including as to providing Notice as
14 set forth in the Settlement.

15 9. The Court finds and determines that the capped fees and expenses in administering the
16 Settlement by ILYM Group, Inc. in the amount of \$5,450.00 is fair and reasonable. The Court hereby
17 approves and orders that the payment of that amount to ILYM Group, Inc. from the Gross Settlement
18 Amount in accordance with the Settlement Agreement.

19 10. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
20 submitted by Plaintiffs' Counsel, the Court approves Plaintiffs' Counsel's request for attorneys' fees in
21 the amount of one-third (33.33%) of the Gross Settlement Amount as fair, reasonable and appropriate.²
22 The Court hereby orders the Settlement Administrator to make this payment to Plaintiffs' Counsel from
23 the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

24 11. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
25 submitted by Plaintiffs' Counsel, the Court approves Plaintiffs' Counsel's request for reimbursement of
26 actual and incurred litigation costs in the amount of \$20,233.92. The Court finds this amount to be fair
27

28 ² The Court further finds that the hours worked and hourly rates charged by Plaintiff's Counsel in the
lodestar cross-check to be fair and reasonable in light of their background, experience, and quality of
representation.

1 and reasonable. The Court hereby orders the Settlement Administrator to make this payment to Plaintiffs'
2 Counsel from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

3 12. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
4 submitted by Plaintiffs' Counsel, the Court approves a service payment of \$1,000.00 each to the Named
5 Plaintiffs and PAGA Representatives, Marco Villasenor and Kimley Rocha. The Court finds this amount
6 to be fair and reasonable. The Court also approved of the Individual Claims Settlement Amount to
7 Plaintiffs. The Court hereby orders the Settlement Administrator to make these payments to Plaintiffs
8 from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

9 13. Upon completion of administration of the Settlement as set forth below, the PAGA
10 Settlement Members and the State release Defendant J.G. Boswell Company and its former and present
11 officers, directors, employees, shareholders, members, attorneys, insurers, predecessors, successors,
12 assigns, subsidiaries, affiliates, and agents from claims for civil penalties under PAGA that were alleged,
13 or reasonably could have been alleged, based on the facts stated in the operative Complaint or PAGA
14 Notice during the period from August 6, 2023 through October 11, 2025.

15 14. The Settlement Agreement is not an admission by Defendants, nor is this Order and
16 Judgment a finding of validity as to any allegations by Plaintiffs or of any Labor Code violations or other
17 wrongdoing by Defendants or any other Releasees. Neither this Order and Judgement, the Settlement
18 Agreement, or any other documents referred to herein, nor any action taken to carry out the Settlement
19 Agreement, may be construed as, or may be used as, an admission of any violations, fault, wrongdoing,
20 omission, or liability whatsoever by or against Defendants or other Releasees.

21 15. Without affecting the finality of this Order or the Entry of Judgment in any way, the
22 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
23 effectuation, and enforcement of this Order and the Settlement.

24 16. Nothing in this order shall preclude any action to enforce the Parties' obligations under
25 the Settlement or under this Order, including the requirement that Defendant fund the Gross Settlement
26 Amount in accordance with the Settlement Agreement. The Parties will bear their own costs and
27 attorneys' fees except as otherwise provided by this Court's Order and as provided for in the Settlement
28 Agreement.

1 17. Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of this order
2 within ten (10) calendar days after the Court's entry of this Order and Judgment.

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4 IT IS SO ORDERED, ADJUDGED, AND DECREED.

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6 DATED: 09/15/2026



7 
8 Honorable Karine Mkrtchyan

Karine Mkrtchyan / Judge

