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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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

GABRIEL VELASQUEZ NUNEZ, an
individual and on behalf of all others similarly
situated;

Plaintiff,

vs.

CPC SPECIAL LOGISTICS WEST, LLC, a
Missouri limited liability company; and DOES
1 through 50,

Defendants.

Case No.: CVRI2405862

[Assigned for All Purposes to:
Hon. Harold W. Hopp, Dept. 1]

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

DATE: July 23, 2026

TIME: 8:30 a.m.

DEPT: 1

RESERVATION: Per June 5, 2026 Minute Order

Action Filed: October 17, 2024

Trial Date: Not Set

1 Plaintiff Gabriel Velasquez Nunez's ("Plaintiff") Motion for Approval of California Private
2 Attorneys General Act ("PAGA") Settlement, Attorney's Fees and Costs, and Plaintiff's Individual
3 Settlement (the "Motion") came on regularly for hearing before this Court on July 23, 2026 at 8:30
4 a.m. This Court, having considered the proposed PAGA Settlement Agreement (the "Settlement" or
5 "Agreement") between Plaintiff and Defendant CPC Special Logistics West, LLC ("Defendant"),
6 Plaintiff's Motion and Memorandum of Points and Authorities in support thereof, and supporting
7 declarations filed therewith; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND**
8 **DECREES AS FOLLOWS:**

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

12 2. The Court hereby GRANTS the Motion. The Court has considered the nature of the
13 claims, the amount paid in settlement, the allocation of settlement proceeds among the Aggrieved
14 Employees, and the fact that a settlement represents a compromise of the Parties' respective
15 positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement
16 is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been
17 reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore
18 approves the Settlement as set forth in the Agreement and directs the Parties to effectuate the
19 Settlement according to the terms outlined in the Agreement.

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

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

1 5. Release of PAGA Claims. Upon entry of this Judgment and Order and full payment
2 by Defendant of the Gross Settlement Amount, Plaintiff and the State of California release all
3 PAGA Released Claims which could have been sought by the Labor Commissioner for the
4 violations identified in Plaintiff's Amended LWDA Letter against the Released Parties that arose
5 during the PAGA Period. Plaintiff does not release any Aggrieved Employees' claim for wages or
6 damages. Upon entry of the Order approving the Settlement and judgment entered thereon, as well
7 as full payment by Defendant of the Gross Settlement Amount, Plaintiff and the State of California
8 will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the
9 PAGA Period against the Released Parties.

10 a. "Aggrieved Employees" are all non-exempt employees who are or previously
11 were employed by any of the Released Parties and performed work in California during the PAGA
12 Period.

13 b. The "Gross Settlement Amount" is \$295,000.00.

14 c. The "PAGA Period" August 12, 2023 to March 23, 2026.

15 d. The "Amended LWDA Letter" refers to Plaintiff's correspondence to the
16 California Labor and Workforce Development Agency dated on or about March 9, 2026.

17 e. "Released Parties" are CPC Special Logistics West, LLC, CPC Logistics
18 Inc., CPC Services, Inc, and each of their past, present and/or future, direct and/or indirect, officers,
19 directors, employees, and agents.

20 f. "PAGA Released Claims" means any and all claims for penalties under
21 PAGA that could have been sought by the Labor Commissioner based on the facts or legal theories
22 that were alleged in the Complaint and Amended LWDA Letter which arose during the PAGA
23 Period, including alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 246,
24 256, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802.

25 7. Plaintiff's Released Claims. Plaintiff agrees that upon entry of an Order approving
26 the Settlement and full payment by Defendant of the Gross Settlement Amount, Plaintiff and
27 Plaintiff's respective former and present spouses, representatives, agents, attorneys, heirs,
28 administrators, successors, and assigns generally, release and discharge the Released Parties from

1 all claims, transactions, or occurrences related to Plaintiff's employment with Defendant
2 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this
3 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
4 security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges
5 that Plaintiff may discover facts or law different from, or in addition to, the facts or law that
6 Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be
7 and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
8 discovery of them. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
9 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
10 and benefits, if any, of section 1542 of the California Civil Code, which reads:

11 A general release does not extend to claims that the creditor or releasing party does
12 not know or suspect to exist in his or her favor at the time of executing the release,
13 and that, if known by him or her, would have materially affected his or her
14 settlement with the debtor or released party.

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

20 9. The Court appoints Apex Class Action LLC as the Settlement Administrator.

21 10. Defendant shall pay the Gross Settlement Amount of \$295,000.00 within seven days
22 of the Effective Date.

23 11. Within 21 days after Defendant pays the Gross Settlement Amount, the Settlement
24 Administrator shall disburse the Gross Settlement Amount as follow:

25 a. A payment in the amount of \$110,920.22, payable to the LWDA for civil
26 penalties pursuant to PAGA;

27 b. Individual PAGA Payments totaling \$59,726.27, payable to the Aggrieved
28 Employees on a pro rata basis in accordance with the formula set forth in § III.5.b. of the

1 Agreement for civil penalties pursuant to PAGA;

2 c. An award of \$98,333.33 to Justice for Workers, P.C. for reasonable
3 attorney's fees pursuant to PAGA;

4 d. An award of \$11,030.17 to Justice for Workers, P.C. for reasonable costs
5 pursuant to PAGA;

6 e. A service award of \$10,000.00 to Plaintiff; and

7 f. A payment in the amount of \$4,990.00 to the Settlement Administrator,
8 Phoenix Settlement Administrators for settlement administration costs.

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

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

16 14. The Court hereby enters judgment of the entire Action, with prejudice, for the
17 reasons set forth above and upon the terms set forth in the Agreement. This Judgment and Order
18 shall have full equitable and collateral estoppel and res judicata effect and be final and binding upon
19 Plaintiff and the State of California regarding the PAGA Released Claims.

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

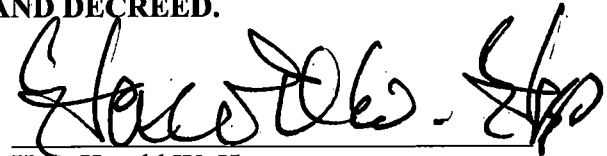
25 16. As this Judgment and Order is consistent with the terms of the Agreement, the
26 Parties and their respective counsel waive all rights to appeal from the Judgment, including all
27 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
28 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any

1 waiver of the right to oppose such motions, writs or appeals. If another individual or entity who is
2 not a Party to this Agreement appeals the Judgment, the Parties' obligations to perform under the
3 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
4 becomes final.

5 17. The Court sets a Final Accounting (Nonappearance) hearing on July 23, 2027 in
6 Department 1 of the above-entitled Court. Plaintiff is ordered to file a final report and declaration by
7 the Settlement Administrator regarding settlement distribution no later than 5 court days prior to the
8 Hearing.

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

10
11 DATED: July 21, 2026



Hon. Harold W. Hopp
Judge of the Superior Court