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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 JAVIER CENDEJAS, individually and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 DICARLO SEAFOOD COMPANY, INC., a
17 Corporation; and DOES 1-20, inclusive,

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19 Defendants.
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Case No.: 25LBCV00188

[Assigned to Hon. ~~Michael P. Vioencia~~]

[Dept. ~~S26~~] S28 Sabina A. Helton

**~~PROPOSED~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

Date Action Filed: January 27, 2025

FILED
Superior Court of California
County of Los Angeles

04/08/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Bautista Deputy

1 **[PROPOSED] ORDER AND JUDGMENT**

2 This matter came on for hearing on March 19, 2026, at 8:30 a.m. in Dept. S26 of the
3 above-captioned Court on Plaintiff Javier Cendejas's Unopposed Motion for Approval of the
4 PAGA Settlement pursuant to the Private Attorneys General Act, California Labor Code (Cal.
5 Lab. Code §§ 2698, *et seq.*) ("PAGA"). The Court, having fully reviewed the Private Attorneys
6 General Act Settlement Agreement ("Settlement Agreement") between Plaintiff Javier Cendejas
7 ("Plaintiff") and Defendant DiCarlo Seafood Company, Inc. ("Defendant"); the Declaration of
8 Plaintiff Javier Cendejas; the Declaration of Christopher A. Adams and all exhibits attached
9 thereto; any arguments received by the Court; and in recognition of the Court's duty to make a
10 determination as to the reasonableness of any PAGA settlement, **HEREBY MAKES THE**
11 **FOLLOWING ORDERS AND DETERMINATIONS:**

12 1. Except as otherwise defined in this Order and Judgment ("Order"), all capitalized
13 terms have the same meaning as defined in the Settlement Agreement provided as Exhibit A to
14 Plaintiff's Counsel's Declaration in support of the Motion for Approval of PAGA Settlement.

15 2. The California Labor Workforce and Development Agency ("LWDA") has been
16 provided notice of the Settlement in accordance with PAGA, California Labor Code
17 § 2699(1)(2), (1)(4). In particular, on the date Plaintiff filed his motion seeking approval of the
18 Settlement with the Court, she submitted to the LWDA a notice of the Settlement enclosing a copy
19 of the Settlement Agreement.

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

23 4. The Settlement is approved under Labor Code § 2699(1)(2).
24 The Court finds that each Aggrieved Employee, in accordance with the Settlement, releases all
25 PAGA Released Claims against the Released Parties, including all claims for PAGA penalties that
26 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
27 First Amended Complaint, and the LWDA PAGA Notice, including claims under California
28 Labor Code §§ 201-204, 226.7, 227.3, 510, 512, 551, 552, 558, 1194, 1118.12, 1193.6, 1194,

1 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802 and IWC Wage Orders.

2 5. The Gross Settlement Amount, Net Settlement Amount, and the methodology used
3 to calculate the LWDA Payment and the Employee PAGA Portion (which is comprised of the
4 Employee Payments), in accordance with the Settlement is approved.

5 6. The Court approves ILYM Group, Inc. to act as the Settlement Administrator. The
6 Court awards the Settlement Administrator in this Action its actual fees and costs in accordance
7 with the terms of the Settlement Agreement, not to exceed \$3,450.00.

8 7. The Court approves KJT Law Group, LLP as PAGA Counsel.

9 8. The Court approves the Gross Settlement Amount in the amount of \$77,000.

10 9. The Court awards PAGA Counsel attorneys' fees in the amount of \$26,950.00 and
11 attorneys' cost of \$13,673.90, which the Court finds to be fair and reasonable. The Court
12 authorizes the Settlement Administrator to make these payments, in accordance with the terms of
13 the Settlement Agreement.

14 10. The Court authorizes the Settlement Administrator to calculate the Net Settlement
15 Amount, inclusive of the LWDA Payment and Employee PAGA Portion (which is comprised of
16 the Employee PAGA Payments), in accordance with the terms of the Settlement Agreement.

17 11. The Court finds that the LWDA Payment of \$14,901.96 as its share of the
18 settlement of civil penalties is fair and reasonable. The Court authorizes the Settlement
19 Administrator to pay the LWDA Payment, in accordance with the terms of the Settlement
20 Agreement.

21 12. The Court finds that the Employee PAGA Portion of \$8,024.14 as the Aggrieved
22 Employees' share of the settlement of civil penalties is fair and reasonable. The Court authorizes
23 the Settlement Administrator to pay the PAGA Aggrieved Employee Payment, in accordance with
24 the terms of the Settlement Agreement.

25 13. The Court finds that Plaintiff's service award of \$10,000 is fair and reasonable.

26 14. Checks for Employee Payments sent to Aggrieved Employees shall be valid for
27 180 days after issuance. Funds remaining from any checks for Employee Payments uncashed after
28 180 days will be dispersed to the State Controller's Unclaimed Property fund in the name(s) of the

1 employee(s) who did not cash their checks, in accordance with the terms of the Settlement
2 Agreement.

3 15. Without affecting the finality of this order and entry of judgment, the Court retains
4 exclusive and continuing jurisdiction over the Action for purposes of supervising, administering,
5 implementing, and enforcing this Order and the Settlement.

6 16. Nothing in this Order or the Settlement shall be construed as an admission or
7 concession by any party. The Settlement and this resulting Order and entry of judgment simply
8 represent a compromise of disputed allegations.

9 17. The Court enters final judgment in accordance with the terms of the Settlement
10 Agreement and this Order.

11 18. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
12 LWDA within 10 days of the date of this Order and entry of judgment.

13 **IT IS SO ORDERED:**

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15 DATED: 04/08/2026, 2026



16 
17 Honorable ~~Michael P. Vicente~~
18 Judge of the Superior Court
19 Sabina A. Helton / Judge
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