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Attorneys for Plaintiff

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

ANTONIO HERNANDEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

FJCT ACQUISITION, LLC, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 24STCV31275

PAGA REPRESENTATIVE ACTION

*Assigned for all purposes to:
Hon. Elaine Lu, Dept. 9*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

Complaint Filed: November 25, 2024
FAC Filed: March 25, 2025
Trial Date: Not set

1 This matter came on for hearing on February 5, 2026 at 10:00 a.m. in Department 9 of
2 the above-entitled Court, the Honorable Elaine Lu presiding. Based on the pleadings on record,
3 all papers submitted in connection with Plaintiff's Notice of Motion and Motion to Approve
4 PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's Motion is
5 **GRANTED**.

6 The Court approves the PAGA Settlement Agreement ("Settlement") entered into by
7 Plaintiff Antonio Hernandez ("Plaintiff") and FJCT Acquisition, LLC ("Defendant," and
8 together with Plaintiff, the "Parties"), and hereby **ORDERS** as follows:

9 1. Defendant shall pay the Gross Settlement Amount of \$180,000.00 according to the
10 terms of the Settlement.

11 2. The Net Settlement Amount means the Gross Settlement Amount minus the
12 following: (a) \$60,000.00 allocated to Attorneys' Fees; (b) \$15,000 allocated to litigation costs;
13 (c) \$3,500.00 allocated to Settlement Administrator Costs; and (d) \$10,000.00 allocated to Plaintiff
14 as an Enhancement Payment.

15 (a) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm,
16 PLC, of Attorneys' Fees in the amount of Sixty Thousand Dollars and Zero
17 Cents (\$60,000.00), to be paid from the Gross Settlement Amount.

18 (b) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm,
19 PLC, of litigation costs in the amount of Fifteen Thousand Dollars and Zero
20 Cents (\$15,000), to be paid from the Gross Settlement Amount.

21 (c) The Court approves payment to the Settlement Administrator, Phoenix Class
22 Action Administration Solutions, for its reasonable costs and fees to
23 administer the Settlement, not to exceed Three Thousand Five Hundred
24 Dollars and Zero Cents (\$3,500.00), to be paid from the Gross Settlement
25 Amount.

26 (d) The Court approves Ten Thousand Dollars and Zero Cents (\$10,000.00) to
27 be paid to Plaintiff as an Enhancement Payment for his efforts as a named
28

plaintiff and representative for other PAGA Employees and the State of California, to be paid from the Gross Settlement Amount.

3. Of the Net Settlement Amount, 65% is allocated to the California Labor & Workforce Development Agency (“LWDA”); and 35% is allocated to the Individual PAGA Payments.

4. The “PAGA Period” is defined as the period from December 18, 2023 through August 27, 2025.

5. “Aggrieved Employees” mean all persons within the State of California who are or were employed by FJCT Acquisition, LLC as non-exempt or hourly paid employees during any portion of the PAGA Period.

6. “Effective Date” means the date by when both of the following have occurred: (a) the court enters a Judgment on its Order Approving this settlement and (b) the Judgment is final. The Parties agree that there is no right to opt-out or object to this settlement by any of the aggrieved employees. It is therefore the Parties’ intention that this settlement shall be final at the time of Court Approval and Entry of Judgment.

7. The Court directs Defendant to fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator within 10 court days of the Effective Date.

8. The amount of each Aggrieved Employee’s Individual PAGA Payment will be calculated will be calculated by the Administrator based on the information to be provided by FJCT Acquisition, LLC. If an Aggrieved Employee worked only a portion of a pay period during the PAGA Period, they will get credit for the whole pay period. If an Aggrieved Employee did not work at all during an entire PAGA pay period, that/those pay period(s) will be excluded from their pro-rata share.

9. The Court directs the Parties and the Settlement Administrator to carry out the terms of the Settlement.

10. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement’s terms.

11. Plaintiff's counsel shall submit a copy of this Order to the LWDA within 7 court days of the entry of the Order.

12. The above-referenced action and all claims asserted by Plaintiff individually and in a representative capacity are hereby dismissed with prejudice.

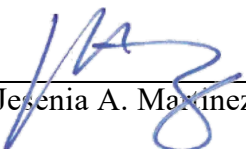
13. Plaintiff shall give notice.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT
HON. ELAINE LU

Respectfully submitted:



Jesenia A. Martinez

WILSHIRE LAW FIRM, PLC

Attorneys for Plaintiff