

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 12 2024

BY 
VALERIE URUENA, DEPUTY

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for Plaintiff
NORMA REYES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO, SAN BERNARDINO DISTRICT**

NORMA REYES, ALEX GONZALEZ, and
RAMON MAURICIO PEREZ, individuals, on
behalf of themselves and on behalf of all persons
similarly situated,

Plaintiffs,

v.

IMPERIAL IMPORTS, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

) Lead Case No. CIVSB2304458
) Consolidated Case Nos. CIVSB2320530,
) CIVSB2302772, & CIVSB2313163
)

) Date: July 12, 2024
) Time: 8:30 AM
) Dept: S-26
)

) **~~PROPOSED~~ AMENDED ORDER**
) **GRANTING PLAINTIFFS' MOTION TO**
) **APPROVE PAGA SETTLEMENT AND**
) **JUDGMENT**

) Judge: Hon. Jessica Morgan
) Dept: S-26
)

) Complaint Filed: February 9, 2023
) Trial Date: None Set



1 Tyler D. Kring (SBN 325588)
Kring & Chung, LLP
2 38 Corporate Park
Irvine, CA 92606
3 Telephone: (949)261-7700
Facsimile: (949)261-8800
4 Tkring@kringandchung.com

5 Attorneys for Plaintiff
ALEX GONZALEZ
6

7 DAVID D. BIBIYAN (SBN 287811)
BIBIYAN LAW GROUP, P.C.
8 8484 Wilshire Blvd, Ste. 500,
Beverly Hills, California 90211
9 Telephone: (310) 438-5555
Facsimile: (310) 300-1705
10 david@tomorrowlaw.com

11 Attorneys for Plaintiff
RAMON MAURICIO PEREZ
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



1 Plaintiffs Norma Reyes, Alex Gonzalez, and Ramon Mauricio Perez (collectively
2 "Plaintiffs") move for approval of the settlement of Plaintiffs' claims under the California Labor
3 Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code § 2699(1),
4 against Imperial Imports, Inc. ("Defendant").

5 Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted
6 in this action and are authorized to act as private attorney generals with respect to the PAGA claims
7 being released under the terms of the PAGA Settlement Agreement ("Settlement Agreement").
8 The California Labor Workforce Development Agency ("LWDA") was provided with notice of the
9 settlement and the motion for approval of the settlement via its online process and no objection has
10 been received to the settlement or the motion from the LWDA. The Parties seek approval of the
11 settlement of Plaintiffs' PAGA claims and the Gross Settlement Amount to be paid as part of the
12 settlement as set forth in the Settlement Agreement, which was filed with the Court ("Settlement").
13 The Settlement provides for a Gross Settlement Amount in the total sum of \$325,000, which
14 includes Attorneys' Fees in the amount of \$108,322.50 (33.33%), Attorneys' Costs in the amount
15 of up to \$25,000, Plaintiffs' Enhancement Awards of \$15,000, with \$5,000 allocated to each named
16 Plaintiff, and payment to the Settlement Administrator for Administration Costs in an amount not
17 to exceed \$15,000. The Net Settlement Amount is the amount remaining from the Gross
18 Settlement Amount after the deduction of Attorneys' Fees, Attorneys' Costs, Plaintiffs'
19 Enhancement Awards, and payment to the Settlement Administrator for Administration Costs.

20 The Settlement Administrator will be ILYM Group, Inc. The sum of any settlement checks
21 not cashed within 180 days, or the extended deadline as provided in the Settlement Agreement, will
22 be transferred to State Controller's Office, Unclaimed Property Fund, to be held in trust in the name
23 of the Aggrieved Employee. The Court approved the Gross Settlement Amount and the
24 distributions of the Gross Settlement Amount as set forth above.

25 The Court, having reviewed the evidence and papers submitted and argument of counsel,
26 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Parties' motion and approves the
27 Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount, which shall
28 be allocated and paid out as set forth in the Settlement Agreement.



1 The "Aggrieved Employees" are defined as "all current and former non-exempt employees
2 and current and former employees classified as exempt paid on a guaranteed draw or draw basis
3 that worked for Defendants in California any time during the PAGA Period." The PAGA Period is
4 November 18, 2021, through October 31, 2023. Upon entry of Judgment and funding in full of the
5 Settlement by Defendant, Defendant shall be entitled to a release from the State of California, the
6 Aggrieved Employees, and Plaintiffs as to the following claims: any and all claims asserted in the
7 Action under PAGA, or that could have been asserted in the Action under PAGA based on the facts
8 alleged, including but not limited to any and all claims for PAGA penalties for violations of the
9 California Labor Code governing: Labor Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 210,
10 212, 213, 218.5, 218.6, 221, 223, 224, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 233, 245 et seq.,
11 246, 246.5, 247, 248.2, 248.5, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 1102.5, 1174,
12 1174(d), 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1197.14, 1198, 1198.5, 1199,
13 1527, 2699, 2751, 2802, 2804, 2810.5, 3366, 3457, 6409.6, and 8397.4, Cal. Code Regs, title 8,
14 section 11040(5)(A), and all applicable IWC Wage Orders, Business and Professions Code sections
15 17200, 16600, and 16700, and Government Code section 12952. The PAGA Released Claims
16 exclude any and all individual wage and hour claims, as well as any claims under the Fair
17 Employment and Housing Act, the California Family Rights Act, discrimination, retaliation,
18 harassment, wrongful termination in violation of public policy, intentional infliction of emotional
19 distress, and related claims. ("Released PAGA Claims").

20 Neither the Settlement Agreement nor the settlement contained therein, nor any act
21 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
22 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
23 Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
24 evidence of, any fault or omission by Defendant in any civil, criminal, or administrative proceeding
25 in any court, administrative agency, or other tribunal. Defendant may file the Settlement
26 Agreement and/or the separate Judgment from this action in any other action that may be brought
27 against it or them in order to support a defense or counterclaim based on principles of *res judicata*,
28 collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim

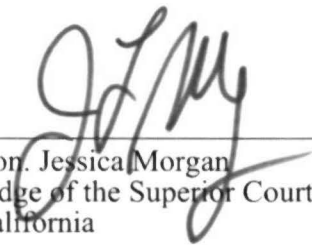


1 preclusion or issue preclusion or similar defense or counterclaim.

2 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
3 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
4 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
5 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
6 the distribution of settlement benefits.

7 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
8 **ENTERED ACCORDINGLY.**

9
10 Dated: 7/12, 2024

11 
12 Hon. Jessica Morgan
13 Judge of the Superior Court of the State of
14 California
15
16
17
18
19
20
21
22
23
24
25
26
27
28

