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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JOE MORENO, on behalf of himself, other
Aggrieved Employees, and the State of
California,

Plaintiffs,

vs.

EAGLE FOODS, LLC, a California limited
liability company; RAMBO, LLC, a California
limited liability company; and DOES 1 through
50, Inclusive;

Defendants.

Case No: 37-2021-00038129-CU-OE-CTL

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: September 19, 2025
Time: 10:30am

Judge: Hon. Carolyn M. Caietti
Dept: 70

1 Plaintiff Joe Moreno (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims
2 under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California
3 Labor Code § 2699(1), against Eagle Foods, LLC and Rambo, LLC (“Defendants”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
5 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
6 being released under the terms of the Joint Stipulation of Settlement of PAGA Action and Release
7 of PAGA Claims (“Settlement Agreement”). The California Labor Workforce Development
8 Agency (“LWDA”) was provided with notice of the settlement and the motion for approval of the
9 settlement via its online process and no objection has been received to the settlement or the motion
10 from the LWDA. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the
11 Gross Settlement Amount to be paid as part of the settlement as set forth in the Settlement
12 Agreement, which was filed with the Court (“PAGA Settlement”).

13 The PAGA Settlement provides for a Gross Settlement Amount in the total sum of \$257,500,
14 which includes Plaintiff’s Enhancement Payment of \$10,000, Settlement Administration Expenses
15 not to exceed \$5,000, Attorneys’ Fees of \$85,833.33, and Attorneys’ Expenses of \$15,809.24. The
16 PAGA Payment is the amount remaining from the Gross Settlement Amount after the deduction of
17 Plaintiff’s Enhancement Payment, Settlement Administration Expenses and Attorneys’ Fees and
18 Attorneys’ Expenses. The Administrator will be Apex Class Action LLC. The sum of any
19 settlement checks not cashed within 180 days, or the extended deadline as provided in the
20 Settlement Agreement, will be transmitted to the State Controller’s Unclaimed Property Fund in the
21 name of the Aggrieved Employees who did not cash their checks. The Court approved the Gross
22 Settlement Amount and the distributions of the Gross Settlement Amount as set forth above. The
23 Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to
24 Labor Code section 2699(1)(2) hereby GRANTS the Parties’ motion and approves the PAGA
25 Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount, which shall
26 be allocated and paid out as set forth in the Settlement Agreement.

27 The “Aggrieved Employees” are defined as “all employees who are or previously were
28 employed by Defendants Eagle Foods, LLC and/or Rambo, LLC, except for their owner/operator,

1 in California at any time between February 21, 2021 through September 3, 2024 (“PAGA Period”).
2 Upon entry of Judgment and funding in full of the PAGA Settlement by Defendants and their past,
3 present, and/or future, direct and/or indirect, officers, directors, members, managers, employees,
4 agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
5 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, managing agents,
6 related companies and joint venturers (“Released Parties”) shall be entitled to a release from
7 Aggrieved Employees, on behalf of themselves and their respective former and present
8 representatives, agents, attorneys, heirs, administrators, successors, and assigns, all PAGA claims
9 that were alleged, or reasonably could have been alleged, in the Related Action based on the PAGA
10 Period and any amendments thereto and ascertained in the course of the Related Action, including,
11 any and all claims for PAGA penalties involving any alleged unpaid wages, including, but not
12 limited to, failure to pay minimum wages; straight time compensation, overtime, double time
13 compensation; failure to pay all minimum, regular and overtime wages at the correct rate, including
14 the regular rate of pay failure to timely pay regular and final wages; failure to pay the proper rate
15 of pay for overtime, meal and rest period premiums, vacation pay, and sick pay; failure to provide
16 meal and rest periods or provide premium pay; failure to provide accurate itemized wage statements;
17 failure to keep accurate records of wages paid and hours worked; failure to reimburse business
18 expenses; late payment of final wages; and failure to issue accurately itemized wage statements;
19 and failure to reimburse employees for business-related expenses and timely pay wages due during,
20 and upon termination of employment. For the avoidance of confusion, Aggrieved Employees only
21 release these claims for the duration of the PAGA Period (“Released PAGA Claims”). In addition,
22 Plaintiff releases Defendants and Released Parties as set forth in the Settlement Agreement, which
23 includes a Civil Code section 1542 release.

24 Neither the Settlement Agreement nor the settlement contained therein, nor any act
25 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
26 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
27 Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
28 evidence of, any fault or omission by Defendants or any of the Released Parties in any civil,

1 criminal, or administrative proceeding in any court, administrative agency, or other tribunal.
2 Defendants or any of the Released Parties may file the Settlement Agreement and/or the separate
3 Judgment from this action in any other action that may be brought against it or them in order to
4 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
5 good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue
6 preclusion or similar defense or counterclaim.

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

12 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
13 **ENTERED ACCORDINGLY.**

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15 DATED: _____, 2025
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18 _____
19 THE HONORABLE CAROLYN M. CAIETTI
20 JUDGE OF THE SUPERIOR COURT
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