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Attorneys for Plaintiff CARLOS ANDRES GONZALEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CARLOS ANDRES GONZALEZ, an individual, in his representative capacity on behalf of the State of California, as a private attorney general,

Plaintiff,

vs.

PCH VENTURE GROUP, INC., dba JACK IN THE BOX, a California Corporation; PCH VENTURE GROUP EAST, INC., a California Corporation, DOES 1-50, Inclusive,

Defendants.

Lead Case No. 24TRCV02501

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

Date: June 9, 2026

Time: 8:30 a.m.

Judge: Hon. David K. Reinert

Dept: P

1 Plaintiff CARLOS ANDRES GONZALEZ (“Plaintiff”) moves for approval of the
2 settlement of Plaintiff’s claims under the California Labor Code Private Attorneys General Act
3 (“PAGA”), pursuant to California Labor Code § 2699(s), against PCH VENTURE GROUP, INC.,
4 dba JACK IN THE BOX (“Defendant”).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
6 in this action and is authorized to act as a private attorney general with respect to the PAGA claims
7 being released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”). The
8 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 Plaintiff’s 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 (“PAGA
13 Settlement”). The PAGA Settlement provides for a Gross Settlement Amount in the total sum of
14 \$102,220.00, which includes the Net Settlement Amount, PAGA Counsel Award in the amount of
15 \$48,441.54 (comprised of attorneys’ fees in the amount of \$30,406.67 and reimbursed litigation
16 expenses in the amount of \$18,034.87), Administration Expenses in the amount of \$4,250.00 and a
17 mediation fee of \$11,000.00. The Net Settlement Amount is the amount remaining from the Gross
18 Settlement Amount after the deduction of the Administration Expenses Payment, PAGA Counsel
19 Award, and Mediation Fee. The Administrator will be ILYM Group, Inc. The sum of any settlement
20 checks not cashed within 180 days, or the extended deadline as provided in the Settlement
21 Agreement, the Administrator shall transmit the funds represented by such checks to the California
22 Controller’s Unclaimed Property Fund in the name of the Aggrieved Employee. The Court approved
23 the Gross Settlement Amount and the distributions of the Gross Settlement Amount as set forth
24 above.

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

1 Employees” are defined as all current and former non-exempt employees who are or previously
2 were employed by Defendant PCH Venture Group, Inc. (“Defendant”), including any employees
3 staffed with Defendant by a third party, in California at any time during the period from May 22,
4 2023 through February 10, 2026 ("PAGA Period"). On the date when Defendant fully funds the
5 entire Gross Settlement Amount, Defendant and each of its former and present directors, officers,
6 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parent
7 companies, subsidiaries, franchisors, agents, and affiliates (“Released Parties”) shall be entitled to
8 a release from the State of California, the LWDA, Plaintiff and the Aggrieved Employees as to the
9 following claims: All claims for PAGA Penalties that could have been sought by the LWDA for the
10 violations that were alleged, or reasonably could have been alleged, based on the facts and allegations
11 in the Operative Complaint that are alleged to have occurred during the PAGA Period and/or
12 Plaintiff’s PAGA Notice, including, but not limited to, failure to pay minimum wages, failure to pay
13 overtime wages, failure to provide meal periods or to pay required meal premiums in lieu thereof,
14 failure to provide rest periods or to pay required rest premiums in lieu thereof, failure to provide
15 accurate itemized wage statements and unlawful deductions, failure to timely pay wages during
16 employment, failure to timely pay wages upon separation from employment, failure to pay sick pay
17 at the correct rate, failure to pay vacation pay, failure to reimburse business expenses, failure to
18 provide suitable seating, and failure to maintain records and penalties pursuant to the Private
19 Attorneys General Act of 2004, predicated upon violations of the California Labor Code sections 201,
20 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558,
21 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2698 et seq., 2699 et seq., 2699.3,
22 2699.5 2802, 2804, California Code of Regulations, Title 8, Section 11070(14), and the applicable
23 Industrial Welfare Commission Orders (“Released PAGA Claims”).

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 used as an admission of, or
28 evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal,

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

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

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

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15 DATED: _____, 2026

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17 _____
18 THE HONORABLE DAVID K. REINERT
19 JUDGE OF THE SUPERIOR COURT
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