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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

SHAMOUN DUNCAN, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

SAN LEANDRO CAR STOP, LLC, a
California Limited Liability Company;
STOCKTON H, LLC, a California Limited
Liability Company; and DOES 1-50,
Inclusive,

Defendants.

Case No.: 22CV014444

~~PROPOSED~~ AMENDED ORDER
APPROVING PAGA SETTLEMENT AND
JUDGMENT

Judge: Joscelyn Jones

Dept.: 19

1 Plaintiff Shamoun Duncan ("Plaintiff") with Defendant San Leandro Car Stop, LLC
2 ("Defendant") moved for approval of the proposed settlement of Plaintiff's claims for civil
3 penalties under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to
4 California Labor Code section 2699(l). Plaintiff seeks approval of the settlement, including the
5 Gross Settlement Amount ("GSA") of \$90,000.00. The terms of the First Amended Joint
6 Stipulation of Settlement of PAGA Action and Release of PAGA Claims (the "Settlement
7 Agreement") provide that a PAGA Payment of \$39,000 shall be paid from the \$90,000.00 GSA,
8 75% of the payment (\$29,250.00) will be paid to the Labor and Workforce Development Agency
9 ("LWDA") and the remaining 25% of the payment (\$9,750.00) will be paid to the Aggrieved
10 Employees ("Aggrieved Employee Payment"). The Settlement Agreement also provides that (1)
11 \$27,000 to be paid to PAGA Counsel for payment of attorneys' fees; (3) up to \$15,000 be paid to
12 PAGA Counsel for actual litigation costs incurred; (3) \$4,000.00 be paid to Apex Class Action,
13 LLC for the cost of administration of the settlement, and (4) \$5,000 service award to be paid to
14 Plaintiff. The Labor Workforce Development Agency was provided with notice of the settlement
15 and the motion via its online process and no objection has been received to the settlement or the
16 motion.

17 Upon Defendant's funding of the Gross Settlement Amount in full in accordance with the
18 terms agreed upon by the Parties, Plaintiff and Aggrieved Employees will release the following
19 claims against Defendant and any direct or indirect parents, subsidiaries, divisions, affiliates, and
20 related entities of Defendant; and its former and present parents, subsidiaries, and affiliates, and
21 their current and former officers, directors, employees, partners, shareholders, and agents, and the
22 predecessors and successors, assigns, and legal representatives of all such entities and individuals
23 ("Released Parties"). All Aggrieved Employees are deemed to release the Released Parties from
24 all PAGA claims alleged in the operative Complaint and Plaintiff's PAGA notice to the LWDA
25 which occurred during the PAGA Period ("Released PAGA Claims"). The release does not include
26 all other claims, including claims for vested benefits, wrongful termination, unemployment
27 insurance, disability, social security, workers' compensation, and PAGA claims outside of the
28 PAGA Period.

1 Good cause appearing based on the reasons set forth in the motion for approval, the Court
2 hereby GRANTS the motion and approves the PAGA settlement as set forth in the Settlement
3 Agreement and the PAGA Payment of \$39,000.00 which shall be allocated and paid out as set forth
4 in the Settlement and in accordance with Labor Code section 2699(i).

5 Pursuant to the Declaration of Madely Nava of APEX Class Action, LLC, a total of
6 \$3,356.29 remains uncashed after September 15, 2024, check cashing deadline date. Pursuant
7 to the terms of the Parties' Settlement Agreement, the unclaimed funds will be sent to
8 Community Law Project upon receipt of this Amended Order.

9 After entry of this Amended Judgment, the Court shall retain jurisdiction to construe,
10 interpret, implement, and enforce the Settlement Agreement, to hear and resolve any contested
11 challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising
12 from or in connection with the distribution of settlement benefits.

13 IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH
14 ENTERED ACCORDINGLY.

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16
17 DATED: 12/23/2025

18 
HON. JOSCELYN JONES