

1 **JUSTICE FOR WORKERS, P.C.**  
William C. Sung SB# 280792  
2 E-Mail: [william@justiceforworkers.com](mailto:william@justiceforworkers.com)  
Tiffany L. Luu SB# 335127  
3 E-Mail: [tluu@justiceforworkers.com](mailto:tluu@justiceforworkers.com)  
Joseph C. Ramli SB #339491  
4 Email: [jramli@justiceforworkers.com](mailto:jramli@justiceforworkers.com)  
3600 Wilshire Boulevard, Suite 1815  
5 Los Angeles, CA 90010  
Tel: 323-922-2000  
6 Fax: 323-922-2000

7 Attorneys for Plaintiff JONATHAN COLQUITT, SR.

**FILED**  
Superior Court of California  
County of Los Angeles  
**03/27/2026**  
David W. Slayton, Executive Officer / Clerk of Court  
By:                     E. Martinez                     Deputy

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 JONATHAN COLQUITT, SR., an individual  
12 and on behalf of all others similarly situated;

13 Plaintiff,

14 vs.

15 GOLDEN STATE FOODS CORP., a  
16 Delaware corporation; and DOES 1 through  
50,

17 Defendants.

Case No.: 23STCV29902

[Assigned for All Purposes to:  
Hon. Timothy Patrick Dillon, Dept. 15]

**~~(AMENDED PROPOSED)~~ JUDGMENT  
AND ORDER GRANTING PLAINTIFF'S  
MOTION FOR APPROVAL OF PAGA  
SETTLEMENT AND ATTORNEY'S  
FEES AND COSTS**

DATE: March 25, 2026  
TIME: 11:00 a.m.  
DEPT: 15

Action Filed: December 7, 2023  
Trial Date: Not Set

1 Plaintiff Jonathan Colquitt, Sr.'s ("Plaintiff") Motion for Approval of California Private  
2 Attorneys General Act ("PAGA") Settlement and Attorney's Fees and Costs (the "Motion") came  
3 on regularly for hearing before this Court on March 25, 2026 at 11:00 a.m. This Court, having  
4 considered the PAGA Settlement Agreement (the "Settlement" or "Agreement") between Plaintiff  
5 and Defendant Golden State Foods Corp. ("Defendant"), Plaintiff's Motion and Memorandum of  
6 Points and Authorities in support thereof, and supporting declarations filed therewith; and good  
7 cause appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

8 1. The Court, for purposes of this Judgment and Order, incorporates and adopts all  
9 defined terms and provisions as set forth in the Agreement, which was attached to the Declaration  
10 of William C. Sung in Support of Motion for Approval of PAGA Settlement as "Exhibit 1."

11 2. The Court hereby GRANTS the Motion.

12 3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims  
13 asserted in this action and is authorized to act as a private attorney general with respect to the  
14 PAGA claims being released under the terms of the Settlement. The California Labor and  
15 Workforce Development Agency ("LWDA") was provided with notice of the Settlement via its  
16 online submission process and the LWDA has not made any objection to the Settlement.

17 4. The obligations set forth in the Settlement Agreement regarding the settlement of the  
18 Action are deemed part of this Judgment and Order, and the Parties and the Settlement  
19 Administrator are ordered to carry out the Settlement Agreement according to its terms and  
20 provisions.

21 5. Release of Claims. Upon entry of this Judgment and Order and full payment by  
22 Defendant of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiff, will  
23 release any and all PAGA Released Claims against the Released Parties that arose during the PAGA  
24 Period and will be forever barred from pursuing any and all of the PAGA Released Claims that  
25 arose during the PAGA Period against the Released Parties.

26 a. "Aggrieved Employees" means all non-exempt or hourly paid employees  
27 who worked for Defendant in California during the PAGA Period.

28 b. The "Gross Settlement Amount" is \$465,000.00.

1 c. The “PAGA Period” means the time period from December 7, 2022 through  
2 October 4, 2025.

3 d. “Released Parties” are Defendant Golden State Foods Corp., Defendant  
4 Golden State Foods LLC, Quality Custom Distribution Services, Inc., a Golden State Foods  
5 Company, and their past, present, and future respective subsidiaries, dba’s, affiliates, parents,  
6 predecessors, successors, investors, and their current and former employees, agents, directors,  
7 officers, members, and attorneys.

8 e. “PAGA Released Claims” means any and all claims for civil penalties  
9 pursuant to PAGA that were alleged or reasonably could have been alleged based on the facts set  
10 forth in the Complaint and/or LWDA Letter which arose during the PAGA Period, including  
11 alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510,  
12 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802, and the applicable Wage Order  
13 and/or claims for attorneys’ fees under Code of Civil Procedure section 1021.5 and/or claims for  
14 interest under Civil Code Sections 3287(b) and 3289.

15 6. The Settlement is not an admission by Defendant, nor is this Judgment and Order a  
16 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Judgment  
17 and Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the  
18 Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or  
19 liability whatsoever by or against Defendant.

20 7. The Court appoints Apex Class Action LLC as the Settlement Administrator.

21 8. Defendant shall pay the Gross Settlement Amount within 30 calendar days of the  
22 Effective Date.

23 9. Within 21 days after Defendant pays the Gross Settlement Amount, the Settlement  
24 Administrator shall disburse the Gross Settlement Amount as follow:

25 a. A payment in the amount of \$205,324.01, payable to the LWDA for civil  
26 penalties pursuant to PAGA;

27 b. Individual PAGA Payments totaling \$68,441.34, payable to the Aggrieved  
28 Employees on a pro rata basis in accordance with the formula set forth in § III.5.a. of the Agreement

1 for civil penalties pursuant to PAGA;

2 c. An award of \$155,000.00 to Justice for Workers, P.C. for attorney’s fees  
3 pursuant to PAGA;

4 d. An award of \$26,334.65 to Justice for Workers, P.C. for attorney’s costs  
5 pursuant to PAGA; and

6 e. A payment in the amount of \$9,900.00 to the Settlement Administrator for  
7 settlement administration costs.

8 10. The Parties shall bear their own respective attorney’s fees and costs, except as  
9 otherwise provided for in the Settlement and approved by the Court. Defendant and the Released  
10 Parties shall have no further liability for costs, expenses, interests, attorney’s fees, or for any other  
11 charge, expense, or liability relating to the Released Claims and shall be released from all claims as  
12 set forth in the Settlement Agreement and in this Judgment and Order.

13 11. Plaintiff shall submit a copy of this Judgment and Order to the LWDA within 14  
14 calendar days after entry of this Judgment and Order.

15 12. This Judgment and Order is intended to be a final disposition in its entirety of the  
16 above-captioned action. Pursuant to California Code of Civil Procedure section 664, this Court shall  
17 retain jurisdiction over the Parties, Action, and the Settlement Agreement solely for purposes of (i)  
18 enforcing the Settlement Agreement and/or this Judgment and Order, (ii) addressing settlement  
19 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

20 13. The Court sets a Non-Appearance Case Review Re: Settlement Distribution on  
21 February 19, 2027 at 4 p.m. in Department 15. Plaintiff is ordered to file a final report and  
22 declaration by the Settlement Administrator regarding settlement distribution no later than February  
23 17, 2027.

24 **IT IS SO ORDERED.**

25 DATED: March 27, 2026



*Handwritten signature of Timothy Patrick Dillon*

Hon. Timothy Patrick Dillon  
Judge of the Superior Court  
Timothy Patrick Dillon / Judge