

07/16/2026

David W. Slayton, Executive Officer / Clerk of Court

By: _____ M. Elder Deputy

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
D. LUKE CLAPP, SBN 306040
luke@protectionlawgroup.com
CHRISTINE V. REYES, SBN 346719
christine@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Tel.: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiff Luckie Nunez

[Additional Counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LUCKIE NUNEZ, individually and on behalf
of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

R.H. PETERSON CO., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 24STCV13019 (Lead Case)
Consolidated with Case No.: 23STCV29113

*Assigned for all purposes to the Hon. Theresa
M. Traber, Dept. 1*

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL AND
ENTERING JUDGMENT**

Complaint Filed: May 23, 2024
FAC Filed: January 17, 2025
Trial Date: None Set.

1 NAZO KOULLOUKIAN, SBN 263809

2 nazo@koullaw.com

3 **KOUL LAW FIRM, APC**

4 217 South Kenwood St.

5 Glendale, CA 91205

6 Telephone: (213) 325-3032

7 Facsimile: (818) 561-3938

8 SAHAG MAJARIAN, SBN 146621

9 sahagii@aol.com

10 GAREN MAJARIAN, SBN 334104

11 garen@majarianlawgroup.com

12 **MAJARIAN LAW GROUP, APC**

13 18250 Ventura Blvd.

14 Tarzana, CA 91356

15 Telephone: (818) 609-0807

16 Facsimile: (818) 609-0892

17 *Attorneys for Plaintiff*

18 ELBA MANCIA

~~PROPOSED~~ ORDER & JUDGMENT

The Motion of Plaintiffs Elba Mancía and Luckie Nunez (“Plaintiffs”) for Final Approval of Class Action and PAGA Action (“Final Approval Motion”) came regularly for hearing before this Court. Pursuant to California Rule of Court 3.769 and this Court’s prior Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), having considered the parties’ Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”), attached as Exhibit 1 to the Declaration of Heather Davis in Support of the Motion for Final Approval, having considered the documents and evidence submitted in support thereof, and recognizing the sharply disputed factual and legal issues involved, the risks associated with continued litigation, and the substantial benefits to be conferred upon the Settlement Class, the Court finds that the Settlement is fair, reasonable, and adequate, and the product of good faith, arm’s-length negotiations between the parties.

Good cause appearing, the Court hereby GRANTS Plaintiffs’ Final Approval Motion and ORDERS as follows:

1. Final judgment is hereby entered in accordance with the Settlement Agreement and this Final Approval Order.

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Class:

All current and former hourly-paid, non-exempt employees of Defendant R.H. Peterson Co (“Defendant”) who worked for Defendant in the State of California at any time from May 23, 2020, until October 27, 2025 (the “Class Period”).

3. Plaintiffs are hereby confirmed as the Class Representatives and Protection Law Group, LLP, Koul Law Firm APC, and Majarian Law Group APC are hereby confirmed as Class Counsel.

4. Notice was provided to Class Members as set forth in the Settlement Agreement, and the notice process has been completed in accordance with the Settlement Agreement and the Court’s Preliminary Approval Order. The Court finds that said notice was the best notice practicable under the circumstances. The Court-approved Notice provided due and adequate notice of the proceedings and matters set forth therein, informed Class Members of their rights,

1 and fully satisfied the requirements of California Code of Civil Procedure § 382, California Rules
2 of Court 3.766 and 3.769, and due process.

3 5. The Court finds the Settlement Administrator received zero (0) Requests for
4 Exclusion. As a result, 357 Class Members remain as “Participating Class Members”, resulting
5 in a participation rate of 100% that supports final approval of the Settlement.

6 6. The Court finds that there were no objections to the terms of the Settlement.

7 7. The Court hereby approves the terms of the Settlement as fair, reasonable, and
8 adequate, and directs the parties to effectuate the Settlement in accordance with its terms.

9 8. For purposes of settlement only, the Court finds that: (a) the members of the
10 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
11 (b) there are questions of law and fact common to the Settlement Class, and a well-defined
12 community of interest exists among the members with respect to the subject matter of the
13 litigation; (c) the claims of the Class Representatives are typical of the claims of the Settlement
14 Class members; (d) the Class Representatives have fairly and adequately protected the interests
15 of the Settlement Class; (e) a class action is superior to other available methods for the fair and
16 efficient adjudication of this controversy; and (f) Class Counsel are experienced and qualified to
17 represent the Class Representatives and the Settlement Class.

18 9. The Court finds that the Individual Settlement Payments, as provided for in the
19 Settlement, are fair, reasonable, and adequate, and hereby orders the Settlement Administrator to
20 distribute the payments in accordance with the terms of the Settlement.

21 10. The Court finds that in light of the absence of objections to the Settlement, this
22 Order is deemed final as of the date of its entry.

23 11. The Court orders Defendant to deposit the Gross Settlement Amount of
24 \$1,382,250.00, and the employer’s share of applicable payroll taxes separately and in addition to
25 the Gross Settlement Amount, with the Settlement Administrator within thirty (30) calendar days
26 after the entry of this Judgment and Final Approval Order in accordance with the procedures set
27 forth in the Settlement Agreement.

1 12. The Court finds that Class Representative Enhancement Payments in the amount
2 of \$7,500.00 to Plaintiff Luckie Nunez and \$12,000.00 to Plaintiff Elba Mancia appropriate for
3 Plaintiffs' risks undertaken and their service to the Settlement Class. The Court finds that these
4 payments are fair, reasonable, and adequate, and orders that the Settlement Administrator make
5 these payments in accordance with the terms of the Settlement.

6 13. The Court finds that attorneys' fees in the amount of \$460,750.00 and litigation
7 costs of \$25,000.00 for Class Counsel are fair, reasonable, and adequate in light of the common
8 fund created by the Settlement, and orders that the Settlement Administrator distribute these
9 payments to Class Counsel in accordance with the terms of the Settlement.

10 14. The Court orders that the Settlement Administrator shall be paid \$7,990.00 from
11 the Gross Settlement Amount in accordance with the terms of the Settlement, for all of its work
12 done and to be done until the completion of this matter and finds that sum appropriate.

13 15. The Court finds that the amount designated for civil penalties under the Private
14 Attorneys General Act ("PAGA"), \$103,670.00, with 75% (\$77,752.50) allocated to the
15 California Labor and Workforce Development Agency ("LWDA") and 25%
16 (\$25,917.50) allocated to PAGA Members pursuant to Labor Code § 2699(i), is fair, reasonable,
17 and adequate. The Court orders the Settlement Administrator to distribute these payments in
18 accordance with the terms of the Settlement.

19 16. The PAGA Members are defined as: All current and former hourly-paid non-
20 exempt employees of Defendant who worked for Defendant in the state of California at any time
21 from September 21, 2022, to October 27, 2025 (the "PAGA Period").

22 17. The Court also hereby approves and orders that any checks distributed from the
23 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
24 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
25 California State Controller's Office and held in trust for such Class Members pursuant to
26 California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

1 18. Provided the Settlement becomes effective under the terms of the Settlement, the
2 Court also hereby orders that the deadline for mailing the Court-approved Individual Settlement
3 Payments, attorneys’ fees and costs, and enhancement payments is as set forth in the Settlement.

4 19. After the Judgment is Final and upon the complete funding of the Gross Settlement
5 Amount and all applicable employer-side payroll taxes by Defendant, Participating Class
6 Members, on behalf of themselves and their respective former and present representatives, agents,
7 attorneys, heirs, successors, and assigns shall fully release and discharge the “Released Parties”
8 (as defined in the Settlement Agreement) from all claims, rights, demands, liabilities and causes
9 of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted
10 in the operative complaints in the Class Action including, but not limited to, the following claims:
11 (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide
12 meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation
13 in lieu thereof; (iv) failure to provide complete, itemized, and accurate wage statements; (v) failure
14 to provide timely pay wages during employment; (vi) failure to reimburse business-related
15 expenses; (vii) failure to provide cool-down rest periods; (viii) failure to provide safe working
16 conditions; and (ix) unfair business practices that could have been premised on the facts pled in
17 the operative complaints that arose during the “Class Period.”

18 20. After the Judgment is final and upon the complete funding of the Gross Settlement
19 Amount and all applicable employer-side payroll taxes by Defendant, all PAGA Members, the
20 LWDA and the State of California, through Plaintiffs as its agents and/or proxies, shall release
21 and discharge the Released Parties (as defined in the Settlement Agreement) from all claims for
22 civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were
23 alleged, or reasonably could have been alleged, based on the facts alleged both in the PAGA
24 Notices provided to the LWDA and in the operative complaints, including but not limited to any
25 and all claims based on such facts involving any alleged failure to pay minimum wages or
26 overtime, failure to provide meal and rest periods, failure to provide accurate wage statements,
27 failure to pay all wages due at separation, and failure to reimburse business expenses, including
28 Labor Code sections 201, 202, 203, 210, 216, 223, 225.5, 226, 226.3, 226.7, , 256, , 510, 512,

558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar representative action if an aggrieved employee (as defined by PAGA) were to bring a subsequent claim on behalf of the LWDA based on the same factual predicate as this action and covering the same time period.

21. Neither the Settlement nor any of the terms set forth in the Settlement is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties. Neither this Final Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, the Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the Settlement, and any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue preclusion or similar defense.

22. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement Agreement and approved by the Court.

23. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the Settlement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to

1 the contrary herein, any disputes or controversies arising with or with respect to the
2 interpretation, enforcement, or implementation of the Settlement shall be presented to the Court
3 for resolution.

4 24. The Court sets a non-appearance case review regarding the distribution of the
5 Settlement Payments for May 14, 2027. A declaration from the settlement administrator shall be
6 filed at least 5 court days in advance.

7
8 **IT IS SO ORDERED.**

9
10 Dated: 07/16/2026



A handwritten signature in black ink, appearing to read "Theresa M. Traber".

Theresa M. Traber / Judge

Judge of the Superior Court