

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
arowbotham@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

VERONICA GONZALEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

PRECISION HOSPITALITY &
DEVELOPMENT, LLC, a California
limited liability company; and DOES 1
through 100,

Defendants.

Case No. 30-2020-01127597-CU-OE-CXC

*[Assigned for all purposes to the Hon. Randall
J. Sherman, Dept. CX105]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES AND
COSTS, AND ENHANCEMENT AWARDS**

Date: July 30, 2021
Time: 10:00 a.m.
Dept.: CX105
Reservation: 73562171

Action Filed: January 29, 2020
Trial Date: None Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. The “Aggrieved Employees” shall be defined as: “all current and former non-exempt employees who performed work for Defendant Precision Hospitality & Development, LLC in California at any time between February 3, 2019 and January 10, 2021.”

3. The Court hereby approves the Settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.

5. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and Release of Claims, attached as Exhibit A to the Settlement Agreement, which shall

1 be mailed via First-Class U.S. Mail to the Aggrieved Employees in English and Spanish, along
2 with the Individual Settlement Payments.

3 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
4 Administrator.

5 7. Within ten (10) business days of the date this Order is signed, Defendant shall
6 provide the Settlement Administrator with a list of the aggrieved employees' full name, last
7 known mailing address, last known telephone number, pay period information, and Social
8 Security numbers.

9 8. The Settlement Administrator is directed to mail the Individual Settlement
10 Payments, as defined in the Settlement Agreement, and the Notice of PAGA Settlement and
11 Release of Claims to the Aggrieved Employees within the time limits specified in the Settlement
12 Agreement.

13 9. The Court finds that attorneys' fees in the total amount of \$117,000.00 (\$99,450.00
14 to Haines Law Group, APC and \$17,550.00 to James Hawkins APLC) and reimbursement of
15 litigation costs of \$25,958.07 (\$22,929.14 to Haines Law Group, APC and \$3,028.93 to James
16 Hawkins APLC) are fair, reasonable, and adequate, and orders that the Settlement Administrator
17 distribute these payments to Plaintiffs' Counsel as provided for in the Settlement Agreement.

18 10. The Court orders that the Settlement Administrator shall be paid \$4,500.00 for all
19 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

20 11. The Court finds that the payment to the State of California Labor and Workforce
21 Development Agency ("LWDA") in the amount of \$145,156.45 (representing 75% of the PAGA
22 civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate,
23 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of
24 the Settlement Agreement.

25 12. The court approves the limited scope of the PAGA Released Claims contained in
26 the Settlement Agreement. Following entry of this Final Judgment and Order, all Aggrieved
27 Employees will release Defendant and Defendant's former, present and future owners, parents,
28 affiliates, and subsidiaries, and all of their respective current, former, and future officers,

1 directors, members, managers, employees, consultants, partners, shareholders, joint venturers,
2 agents, successors, assigns, accountants, insurers, and legal representatives (collectively, the
3 “Released Parties”) from any and all PAGA claims that were pled in the consolidated matter
4 entitled *Veronica Gonzalez and Guadalupe Padilla v. Precision Hospitality & Development, LLC*,
5 Orange County Superior Court, Case No. 30-2020-01127597-CU-OE-CXC (the “Action”), or
6 which could have been pled under the PAGA based on the factual allegations in the Action (the
7 “PAGA Released Claims”), that arose during the PAGA period.

8 13. Upon entry of this Final Judgment and Order, Plaintiffs and the Aggrieved
9 Employees shall release any and all PAGA Released Claims against Defendant, and will be
10 forever barred from pursuing any and all of the PAGA Released Claims that arose during the
11 PAGA Period against the Released Parties. Without affecting the finality of this Final Judgment
12 and Order in any way, the Court retains jurisdiction under California Code of Civil Procedure
13 § 664.6 to enforce the terms of the Settlement Agreement.

14 **IT IS SO ORDERED.**

15
16 Dated: _____, 2021

17 Honorable Randall J. Sherman
18 Judge of the Superior Court
19
20
21
22
23
24
25
26
27
28