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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: September 10, 2021
Time: 10:00 a.m.
Dept.: CX105

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

[PROPOSED] JUDGMENT AND ORDER GRANTING PAGA SETTLEMENT APPROVAL

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1 **[PROPOSED] JUDGMENT AND ORDER**

2 The Motion of Plaintiffs Veronica Gonzalez and Guadalupe Padilla (“Plaintiffs”) for
3 Settlement Approval of Claims Brought Under the Private Attorneys General Act, Reasonable
4 Attorneys’ Fees and Costs, and Enhancement Awards came on regularly for hearing before this
5 Court. Having considered the Settlement Agreement, attached as Exhibit 1 to the Declaration of
6 Fletcher W. Schmidt in Support of Plaintiffs’ Motion, entered into between Plaintiffs and
7 Defendant Precision Hospitality & Development, LLC. (“Defendant”), and the documents and
8 evidence presented in support thereof, and recognizing the disputed issues involved in this case,
9 the risks of further prosecution, the benefits to be received by the State of California and the
10 Aggrieved Employees pursuant to the Settlement Agreement, the Court hereby makes a final
11 ruling pursuant to Labor Code § 2699(l) that the proposed Settlement Agreement is fair,
12 reasonable, and adequate, and is the product of good faith, arms’-length negotiations between
13 the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiffs’ Motion for
14 Settlement Approval of Claims Brought under the Private Attorneys General Act, Reasonable
15 Attorneys’ Fees and Costs, and Enhancement Awards, and HEREBY ORDERS as follows:

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

19 2. The “PAGA Period” means February 3, 2019 to January 10, 2021.

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

23 4. The Court orders that Defendant shall pay the Maximum Settlement Amount of
24 \$351,000.00 to the Settlement Administrator in accordance with the funding timeline set out in
25 the Settlement Agreement

26 5. The Court hereby approves, as to form and content, the Notice of PAGA
27 Settlement and Release of Claims, attached as Exhibit A to the Settlement Agreement, as
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amended, which shall be mailed via First-Class U.S. Mail to the Aggrieved Employees in English and Spanish, along with the Individual Settlement Payments.

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

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

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

9. The Court finds that attorneys' fees in the total amount of \$117,000.00 (\$99,450.00 to Haines Law Group, APC and \$17,550.00 to James Hawkins APLC) and reimbursement of litigation costs of \$25,768.07 (\$22,739.14 to Haines Law Group, APC and \$3,028.93 to James Hawkins APLC) are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiffs' Counsel as provided for in the Settlement Agreement.

10. The Court awards \$5,000.00 total (\$2,500.00 to each named Plaintiff) for Plaintiffs' Enhancement Awards.

11. The Court orders that the Settlement Administrator shall be paid \$4,497.07 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

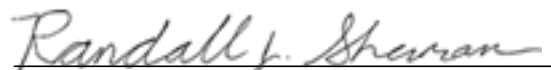
12. The Court finds that the payment to the State of California Labor and Workforce Development Agency ("LWDA") in the amount of \$149,051.14 (representing 75% of the PAGA civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement Agreement.

1 13. The court approves the limited scope of the PAGA Released Claims contained in
2 the Settlement Agreement. Following entry of this Final Judgment and Order, all Aggrieved
3 Employees will release Defendant and Defendant's former, present and future owners, parents,
4 affiliates, and subsidiaries, and all of their respective current, former, and future officers,
5 directors, members, managers, employees, consultants, partners, shareholders, joint venturers,
6 agents, successors, assigns, accountants, insurers, and legal representatives (collectively, the
7 "Released Parties") from any and all PAGA claims that were pled in the consolidated matter
8 entitled *Veronica Gonzalez and Guadalupe Padilla v. Precision Hospitality & Development,*
9 *LLC*, Orange County Superior Court, Case No. 30-2020-01127597-CU-OE-CXC (the
10 "Action"), or which could have been pled under the PAGA based on the factual allegations in
11 the Action (the "PAGA Released Claims"), that arose during the PAGA period.

12 14. Upon entry of this Final Judgment and Order, Plaintiffs and the Aggrieved
13 Employees shall release any and all PAGA Released Claims against Defendant, ~~and will be~~
14 ~~forever barred from pursuing any and all of the PAGA Released Claims~~ that arose during the
15 PAGA Period against the Released Parties. Without affecting the finality of this Final Judgment
16 and Order in any way, the Court retains jurisdiction under California Code of Civil Procedure
17 § 664.6 to enforce the terms of the Settlement Agreement.

18 **IT IS SO ORDERED.**

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20 Dated: **September 17, 2021**



Honorable Randall J. Sherman
Judge of the Superior Court