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on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JULIETA MORALES, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,
vs.

SAN DIEGO SUNRISE MANAGEMENT
COMPANY, a California corporation;
TRILAR MANAGEMENT GROUP, a
California corporation; and DOES 1 through
50, inclusive

Defendants.

Case No.: 37-2020-00015694-CU-OE-CTL

REPRESENTATIVE ACTION

Assigned for All Purposes To:
Hon. Timothy Taylor
Dept.: C-72

**[PROPOSED] ORDER APPROVING THE
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AND RELEASE UNDER
CALIFORNIA LABOR CODE §§ 2698 et
seq.**

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Memorandum of Points
and Authorities; Declaration of David
Yeremian; Declaration of Natalie
Haritonian; Declaration of Walter Haines;
and [Proposed] Judgment]*

Date: December 17, 2021
Time: 1:30 p.m.
Dept.: C-72

1 Pursuant to stipulation by the Parties and good cause appearing:

2 Having considered the Parties' submissions, and documents submitted in support thereof,
3 and good cause appearing, **IT IS HEREBY ORDERED** that Plaintiff's Motion to Approve the
4 Private Attorneys General Act Settlement Agreement and Release is **GRANTED**, as follows:

5 a) All terms used herein shall have the same meaning as defined in the Private Attorneys
6 General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement").

7 b) The Court hereby approves the terms set forth in the Settlement Agreement and finds
8 that the Settlement is, in all respects, fair, adequate, reasonable, and just and is not arbitrary,
9 oppressive or confiscatory and directs the Parties to effectuate the Settlement according to its
10 terms. The Court finds that the Settlement has been reached as a result of informed and non-
11 collusive arm's-length negotiations. The Court further finds that the Parties have conducted
12 extensive investigation and research, and their attorneys were able to reasonably evaluate their
13 respective positions. The Court also finds that settlement now will avoid additional and
14 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to
15 litigate the case. The Court has reviewed the monetary recovery being provided as part of the
16 Settlement and recognizes the significant value accorded to Plaintiff and each Aggrieved
17 Employee.

18 c) The Settlement is not an admission by Defendant or Released Parties as defined below,
19 nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
20 Released Parties. Neither this Order, the Settlement, nor any document referred to herein, nor any
21 action taken to carry out the Settlement, may be construed as, or may be used as, an admission of
22 any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or
23 Released Parties.

24 d) Defendant shall pay PAGA Counsel, the Settlement Administrator, the Aggrieved
25 Employees, and the LWDA pursuant to the terms of the Settlement.

26 e) The Court hereby confirms David Yeremian of the law firm David Yeremian &
27 Associates, Inc., and Walter Haines of the law firm United Employees Law Group, P.C. as PAGA
28 Counsel.

1 f) The Court finds that the fees requested by PAGA Counsel of forty percent (40%) of the
2 total settlement amount of One Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00),
3 which is Seventy Six Thousand Dollars and Zero Cents (\$76,000.00) is reasonable and the costs
4 requested of Ten Thousand Two Hundred Twenty Five Dollars and Sixty One Cents (\$10,225.61)
5 as reasonable and necessary for the prosecution of this action. The Court hereby awards
6 attorneys' fees in the amount of \$_____ and costs in the amount of \$_____
7 to PAGA Counsel for their attorneys' fees and costs. The payment of fees and costs to PAGA
8 Counsel shall be made in accordance with the terms of the Settlement.

9 g) The Court finds that the Administration costs of \$6,750.00 is reasonable and the Court
10 hereby awards administrator costs in the amount of \$_____ to CPT Group, Inc.

11 h) The Court further orders, adjudges and decrees that upon the Effective Date, the
12 LWDA and PAGA Employees, including Plaintiff, fully release and forever discharge San Diego
13 Sunrise Management Company ("Defendant"), and its past or present parents, subsidiaries, and
14 affiliates, officers, directors, employees, managers, partners, shareholders, agents, insurers, and/or
15 any other successors, assigns, or legal representatives of Defendant ("Released Parties") from
16 any and all PAGA claim for violations of Labor Code §§ 201, 202, 203, 204, 218.6, 226, 226.7,
17 510, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 2698, 2699, and 2802 as well as the applicable
18 provisions of the Industrial Wage Orders and for any other PAGA violations that could have been
19 asserted in the action based on the factual assertions and legal assertions in the Complaint.
20 ("Released Claims"). The settlement does not impact Aggrieved Employees ability to assert
21 Labor Code claims other than PAGA claims.

22 i) The Court further orders, adjudges and decrees that upon the Effective Date, Plaintiff,
23 on behalf of herself and her heirs, representatives, attorneys, executors, administrators,
24 successors, relatives, and assigns releases Defendant and any of their past and present parents,
25 subsidiaries, divisions, affiliates, related entities, divisions, officers, directors, shareholders,
26 employees, agents, representatives, attorneys, insurers, successors, predecessors, and assigns from
27 any and all causes of action, obligations, costs, expenses, damages, claims, liabilities, benefits,
28 attorneys' fees, and costs actually incurred, of whatever character, in law or in equity, known or

1 unknown, suspected or unsuspected, matured or unmatured, of any kind whatsoever, now existing
2 or arising in the future, based on any act, omission, event, occurrence, or non occurrence from the
3 beginning of time to the date of execution hereof, including but not limited to any claims or
4 causes of action arising out of Plaintiff's employment with any of the Released Parties.

5 j) The Court shall have and retain continuing jurisdiction over this action and the Parties
6 including after the entry of this Order, to the fullest extent necessary to interpret, enforce and
7 effectuate the terms and intent of the Settlement and this Order.

8 **IT IS SO ORDERED.**

9
10
11 **Dated:** _____

HONORABLE TIMOTHY TAYLOR
JUDGE OF THE SUPERIOR COURT