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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 21 2021

BY 
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ZACHARY LOPEZ, on behalf of all
Aggrieved Employees and the State of
California;

Plaintiff,
vs.

JBGC, INC., a California Corporation; and
DOES 1 through 20, inclusive;

Case No.: CIVDS 2013277
[Assigned to Hon. Judge David Cohn, Dept. S26,
for all purposes]

**[PROPOSED] ORDER APPROVING
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
AND JUDGMENT ENTERED THEREON**

Hearing

Date: July 21, 2021

Time: 10:00 a.m.

Dept.: S26

Complaint filed: June 15, 2020

The Motion to Approve the Settlement in accordance with Labor Code § 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA") came before this Court on a regularly noticed motion.

Plaintiff's operative Complaint contains causes of action under the PAGA based on alleged violations of California Labor Code 200, 201, 202, 203, 204, 208, 210, 218.6, 221, 222, 223, 226, 226.3, 226.7, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and Sections 3, 4, 9, 11 and 12 of the applicable Wage Order. Plaintiff's Complaint seeks civil penalties on behalf

1 of the State of California and other similarly situated aggrieved employees (the “Aggrieved
2 Employees”), as authorized by PAGA, in relation to alleged violations of those predicate statutes on
3 behalf of all other similarly situated current and former non-exempt employees of Defendant JBGC,
4 Inc. in California at any time from April 11, 2019 through May 22, 2021.

5 The Court, having considered the Settlement, including proposed PAGA penalties, embodied
6 in the PAGA Settlement Agreement and Release of PAGA Claims (“Settlement” or “Settlement
7 Agreement”) between Plaintiff Zachary Lopez and Defendant JBGC, Inc., pursuant to Labor Code §
8 2699(1)(2), having considered the papers filed in support of the Motion and the arguments of
9 counsel, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

10 1. In a settlement of a PAGA action brought by an aggrieved employee, the Court “shall
11 review and approve any settlement of any civil action filed pursuant to this part.” Cal. Lab. Code §
12 2699(1)(2).

13 2. The Court finds that the instant Action presented a good faith dispute of the claims
14 alleged, and the Court finds in favor of settlement approval. Specifically, the Complaint alleged
15 claims and sought an Assessment of PAGA Penalties for: (1) failure to pay minimum wages, (2)
16 failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks,
17 (5) failure to reimburse for business expenses, (6) failure to timely pay wages each period, (7)
18 failure to timely pay final wages, and (8) failure to provide accurate itemized wage statements, and
19 all other PAGA claims alleged in the LWDA letter, which include claims for alleged violations of
20 California Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 221, 222, 223, 226, 226.3,
21 226.7, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and Sections 3, 4, 9,
22 11 and 12 of the applicable Wage Order to the extent they arise out of the underlying claims against
23 Defendant (the “PAGA Claims”).

24 3. The Court approves the Settlement of the above-captioned action, as set forth in the
25 Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and
26 adequate. The Court further approves and appoints Phoenix to serve as the Settlement
27 Administrator. The Settling Parties are directed to perform in accordance with the terms set forth in
28 the Settlement Agreement.

1 4. All of the PAGA Claims, as defined in the Settlement Agreement, are dismissed with
2 prejudice as to Plaintiff and the Aggrieved Employees. The Parties are to bear their own costs,
3 except as otherwise provided in the Settlement Agreement.

4 5. In accordance with the Settlement Agreement, Defendant agreed to pay \$120,000 (the
5 “Settlement Amount”), inclusive of payments to the LWDA and Aggrieved Employees, attorneys’
6 fees and litigation costs, as well as the Settlement Administrator costs. As part of the Settlement,
7 Plaintiff’s Counsel sought an award of attorney’s fees of \$40,000 and litigation expenses of
8 \$2,206.83, and Settlement Administration Costs of \$2,000. Defendant does not oppose these
9 requests. The Court finds that the Settlement Amount is fair, reasonable, and adequate, and
10 approves each of these payments set from the Settlement Amount. The Court directs Defendant to
11 fund the Settlement Amount within 60 days of this Order being entered and in accordance with the
12 Settlement Agreement.

13 6. After deducting the foregoing payments for attorneys’ fees and litigation costs, the
14 remainder of \$75,793.17 will form the PAGA Penalties and, pursuant to Labor Code § 2699(i), 75
15 percent (\$56,844.88) shall be paid to the LWDA (which shall be used to assist in the enforcement of
16 labor laws and education of employers and employees about their rights and responsibilities under
17 the Labor Code), and the remaining 25 percent (\$18,948.29) being paid to the Aggrieved Employees
18 on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these payments
19 and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees,
20 along with the Notice Letter, as set forth Settlement Agreement.

21 7. Defendant or any of Defendant’s Released Parties may file the Settlement Agreement
22 and/or the Order from this Action in any other action that may be brought against it or them in order
23 to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
24 good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue
25 preclusion or similar defense or counterclaim.

26 8. The Court approves the handling of unclaimed funds set forth in the Settlement
27 Agreement, specifically that any unclaimed funds in the Settlement Administrator’s account as a
28 result of a failure to timely cash a settlement check by an Aggrieved Employee shall be issued to the

1 California State Controller's Office in the name of the Aggrieved Employee. The Settlement
2 Administrator is directed to issue payment within 21 days of the Aggrieved Employees' deadline to
3 cash checks, or as otherwise required by operation of law.

4 9. This document shall constitute a Judgment. The Court reserves exclusive and
5 continuing jurisdiction over the Action and the Parties for the purposes of supervising the
6 implementation, enforcement, construction, administration, and interpretation of the Settlement
7 Agreement and this Judgment.

8 Dated: 7-21-21
9

David Cohn
Hon. David Cohn