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9 JACINTO MALDONADO

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF RIVERSIDE**
12

13 JACINTO MALDONADO, individually and
14 on behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
15 General,

16 Plaintiff,

17 vs.

18 P & K INVESTMENT CO, LLC., a California
19 limited liability; and DOES 1 through 50,
inclusive,

20 Defendants.
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Case No.: RIC2002722

*Assigned for All Purposes to: Hon. Harold W.
Hopp, Dept. 10*

NOTICE OF ENTRY OF JUDGMENT

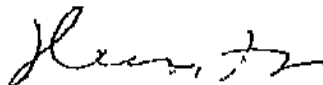
Complaint Filed: July 20, 2020
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on May 13, 2022, the Honorable Harold W. Hopp in
3 Department 10 in the above-entitled Court, located at 4050 Main Street Riverside, California,
4 92501, executed the Proposed Order Approving Settlement Pursuant to California Labor Code
5 Private Attorneys General Act and Entering Judgment. Attached hereto as **Exhibit A** is a true and
6 correct copy of the Order and Judgment which was executed on May 13, 2022 and filed on May
7 16, 2022.

8
9 Dated: May 17, 2022

PROTECTION LAW GROUP, LLP

10
11 By: 
12 Heather Davis
13 Amir Nayebdadash
14 Priscilla Gamino
15 *Attorneys for Plaintiff*
16 JACINTO MALDONADO
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EXHIBIT A

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Attorneys for Plaintiff
JACINTO MALDONADO

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

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

Plaintiff,

vs.

P & K INVESTMENT CO, LLC., a
California limited liability; and DOES 1
through 50, inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 16 2022

J. Castillo

Case No.: RIC2002722

*Assigned for All Purposes to: Hon. Sunshine
S. Sykes, Dept. 6*

**~~PROPOSED~~ ORDER APPROVING
SETTLEMENT PURSUANT TO
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT AND
ENTERING JUDGMENT**

Hearing Date: May 9, 2022
Hearing Time: 8:30 a.m.
Dept: 6

Reservation No.: 935178385616

Complaint Filed: July 20, 2020
Trial Date: Not Set

1 Having reviewed and considered Plaintiff Jacinto Maldonado's ("Plaintiff") Motion for
2 Order Approving Settlement Pursuant to California Labor Code Private Attorneys General Act
3 and Entering Judgment, and good cause appearing for the same, it is hereby **ORDERED,**
4 **ADJUDGED, and DECREED:**

5 1. The Court hereby approves the Joint Stipulation of PAGA Settlement attached as
6 Exhibit 3 to the Declaration of Heather Davis ("Settlement Agreement" or "Settlement") as a fair,
7 reasonable, and adequate resolution of the PAGA claims alleged in the Action.

8 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly
9 set forth. Final judgment is hereby entered in conformity with the Settlement. All terms used
10 herein shall have the same meaning as defined in the Settlement Agreement.

11 3. This Court has jurisdiction over the subject matter of this Action, and over all
12 Parties to this Action, including Plaintiff Jacinto Maldonado, the State of California, and all
13 PAGA Members.

14 4. The Court designates Phoenix Settlement Administrators ("Phoenix") as the third-
15 party Settlement Administrator for mailing the PAGA Members' cover letters, distribution of the
16 Gross Settlement Amount, and other duties set forth in the Settlement.

17 5. Within fourteen (14) calendar days after approval of this Settlement, Defendant
18 P & K Investment Co., LLC ("Defendant") will provide Phoenix the Aggrieved Employee List
19 as defined in the Settlement Agreement.

20 6. Within ninety (90) calendar days of the Effective Date, Defendant will deposit the
21 first installment payment of One Hundred Thousand Dollars (\$100,000.00) into the Qualified
22 Settlement Fund ("QSF") to be established by Phoenix. Within one hundred twenty (120) calendar
23 days of the Effective Date, Defendant will deposit the second installment payment of One
24 Hundred Thousand Dollars (\$100,000.00). Within one hundred fifty (150) calendar days of the
25 Effective Date, Defendant will deposit the third (and final) installment payment of One Hundred
26 Thousand Dollars (\$100,000.00).

27 7. Within fourteen (14) calendar days of receipt of the Gross Settlement Amount
28 from Defendant, Phoenix shall distribute the Gross Settlement Amount as provided in the

1 Settlement Agreement and set forth below:

- 2 a. One Hundred and Five Thousand Dollars (\$105,000.00) to Plaintiff's Counsel
3 for attorneys' fees ("Plaintiff's Counsel Fees Payment"), which is thirty-five
4 percent (35%) of the Gross Settlement Amount, and attorneys' costs
5 ("Plaintiff's Counsel Litigation Costs Payment") in the amount of Ten
6 Thousand Five Hundred Eighty-Seven Dollars and Twenty-Nine Cents
7 (\$10,587.29), from the Gross Settlement Amount as final payment for and
8 complete satisfaction of any and all attorneys' fees and costs incurred by and/or
9 owed to Plaintiff's Counsel related to the Action;
- 10 b. Five Thousand Dollars (\$5,000.00) to named Plaintiff Jacinto Maldonado
11 ("Plaintiff's Representative Enhancement Payment") from the Gross
12 Settlement Amount, to compensate him for his services in prosecuting the
13 Action and performing work in support of the Action;
- 14 c. Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) to the Settlement
15 Administrator, Phoenix Settlement Administrators, ("Settlement
16 Administrator Payment") from the Gross Settlement Amount for
17 administration expenses incurred by the Settlement Administrator; and
- 18 d. The Net Settlement Amount remaining after the deducting of the Plaintiff's
19 Counsel Fees Payment, Plaintiff's Counsel Litigation Costs Payment,
20 Plaintiff's Representative Enhancement Payment, and Settlement
21 Administrator Payment (\$175,662.71), shall be distributed to the California
22 Labor and Workforce Development Agency ("LWDA") and PAGA Members.
23 75% of the Net Settlement Amount (\$131,747.03) shall be distributed to the
24 LWDA ("LWDA Payment"). 25% of the Net Settlement Amount (\$43,915.68)
25 shall be distributed to the PAGA Members on a *pro rata* basis based on the
26 number of Pay Periods worked by each PAGA Member ("PAGA Payment").
27 Phoenix shall mail each PAGA Member their PAGA Payment Share check
28 along with the Notice attached to the Settlement as Exhibit A.

1 8. All checks to the PAGA Members shall remain valid and negotiable for 180 days
2 from the date of their issuance to the PAGA Members. If any checks are not cashed within 180
3 days of mailing, those funds shall be transmitted to the Controller of the State of California to be
4 held pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 1500, *et seq.*
5 in the names of those PAGA Members who did not cash their checks until such time they claim
6 their property.

7 9. Upon the Effective Date, PAGA Members and the LWDA will fully and finally
8 release and discharge Defendant and the Released Parties from any and all claims for the recovery
9 for civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and/or the
10 PAGA Members had, or may claim to have, against Defendant and the Released Parties, arising
11 out of the violations alleged in the operative Complaint and/or the PAGA Notice, or reasonably
12 could have been alleged based on the facts alleged in the operative Complaint and/or the PAGA
13 Notice, including unpaid straight and overtime wages (including any work off-the-clock), failure
14 to pay employees all minimum wages and overtime wages owed including by failing to pay all
15 overtime and double time at the correct regular rate of pay, failure to provide compliant meal and
16 rest breaks, failure to pay them all premium wages owed for short, late or missed meal and rest
17 periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages
18 within the times permissible under Labor Code section 204; failure to provide complete and
19 accurate wage statements; failure to keep complete and accurate payroll records; failure to
20 reimburse necessary business-related expenses; violations of Labor Code Sections 201, 202, 203,
21 204, 226(a), 226.2, 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802
22 (collectively, the "Released Claims"). This release shall apply to claims arising during the PAGA
23 Period. The Released Claims described above expressly exclude all claims made by PAGA
24 Members for individual wage claims, vested benefits, wrongful termination, unemployment
25 insurance, disability, social security, workers' compensation, claims while classified as exempt,
26 and claims outside of the PAGA Period.

27 10. The Court finds that Plaintiff gave notice to the California Labor Workforce and
28 Development Agency ("LWDA") and to Defendant of his intention to pursue claims for civil

penalties under PAGA arising out of the facts and legal theories alleged in the operative Complaint, that the LWDA did not give notice that it intended to investigate these claims within sixty-five (65) days of receiving Plaintiff's notice, and that Plaintiff is therefore authorized to pursue these claims on behalf of the LWDA. The Court further finds that Plaintiff gave notice of this proposed settlement of those claims under PAGA to the LWDA in accordance with Labor Code section 2699(1)(2), and that the LWDA has not expressed any objection to the proposed settlement. Accordingly, this Judgment also bars the LWDA, or any other agency of the State of California, or any person acting on its behalf, from collecting any penalties due to any of them, or any unpaid wages due to PAGA Class Members, to the extent those penalties or unpaid wages arise out of the PAGA Released Claims or the facts giving rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-86 (2009).

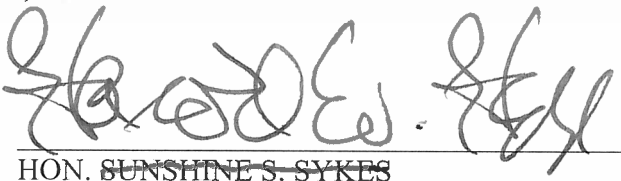
11. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the California Labor and Workforce Development Agency within ten (10) calendar days of entry of the Judgment.

12. Without affecting the finality of this Order and Judgment, the Court shall retain continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreement pursuant to the Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

13. A hearing on the Final Accounting (Nonappearance) is scheduled for July 7, 2023 at 8:30 a.m. A final report on the disbursement of the PAGA Payment Shares shall be filed seven (7) court days in advance of the Final Accounting (Nonappearance hearing).

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 5/13/22


HON. ~~SUNSHINE S. SYKES~~
JUDGE OF THE SUPERIOR COURT
Judge Harold W. Hopp