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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

SHARRON HARVILLE and TERRELL
CLARK, individuals, on behalf of
themselves and on behalf of all persons
similarly situated

Plaintiffs,

vs.

NORTH FV LLC, a Limited Liability
Company; FRC NORTH ONE PASEO
LLC, a Limited Liability Company; FRC
NORTH (PARK PLACE) LLC, a Limited
Liability Company; FRC NORTH THE
POINT LLC, a Limited Liability
Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 37-2021-0000397-CU-OE-CTL

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: August 11, 2023
Hearing Time: 10:30 a.m.

Judge: Hon. Carolyn Caietti
Dept.: C-70

1 **ORDER AND JUDGMENT**

2 Plaintiffs Sharron Harville and Terrell Clark (“Plaintiffs”) move for approval of the
3 settlement of Plaintiffs’ claims under the California Labor Code Private Attorneys General Act
4 (“PAGA”), pursuant to California Labor Code § 2699(l), against Defendants North FV LLC, FRC
5 North One Paseo LLC, FRC North (Park Place) LLC, FRC North The Point LLC and North
6 Restaurants LLC, Inc. (“Defendants”).

7 Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted
8 in this action and are authorized to act as private attorneys general with respect to the PAGA claims
9 being released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”),
10 which is incorporated by reference. The California Labor Workforce Development Agency was
11 provided with notice of the Settlement and the motion for approval of the PAGA settlement via its
12 online process and no objection has been received to the settlement or the motion from the Labor
13 Workforce Development Agency.

14 The Parties seek approval of the settlement of Plaintiffs’ PAGA claims and the PAGA
15 Payment to be paid as part of the settlement as set forth in the Private Attorneys’ General Act
16 Settlement Agreement (“Agreement”) which was filed with the Court. The settlement provides for a
17 Gross PAGA Settlement Amount in the total sum of \$900,000, which includes the PAGA Payment,
18 the Administration Expenses Payment (not to exceed \$16,000) for ILYM Group to administer the
19 settlement, PAGA Counsel Fees Payment in the amount of \$299,997 (one-third of the Gross
20 Settlement Amount), and PAGA Counsel Litigation Expenses Payment in the amount of \$20,972.51.
21 The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement Amount after
22 deduction of the Administration Expenses Payment, PAGA Counsel Fees Payment and PAGA
23 Counsel Litigation Expenses Payment, is estimated to be no less than \$562,003 and shall be
24 allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code,
25 of which 75% of the payment will be paid to the LWDA (no less than \$421,502.25) and 25% will
26 be paid to the Aggrieved Employees (no less than \$140,500.75).

27 The Court, having reviewed the evidence and papers submitted and argument of counsel,
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1 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiffs' motion and approves the
2 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
3 allocated and paid out as set forth in the Settlement Agreement.

4 The "Aggrieved Employees" are defined as all current and non-exempt employees who
5 worked for the Defendants in California during the PAGA Period. The PAGA Period is the period
6 from November 1, 2019 to February 21, 2023.

7 Upon the Effective Date of this Order and Judgment, Defendant and the Released Parties (as
8 defined in the PAGA Settlement Agreement) shall be entitled to a release of the Released PAGA
9 Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or
10 reasonably could have been alleged, based on the facts stated in the Operative Complaint and
11 Plaintiffs' Second Amended LWDA Notice that occurred during the PAGA Period, which includes
12 all claims for civil penalties under PAGA for the following violations: failure to provide meal
13 periods; failure to authorize and permit rest periods; failure to provide premium payments at the
14 correct regular rate of compensation for non-compliant meal and rest periods; failure to pay
15 minimum wages; failure to pay overtime and doubletime wages; failure to include bonuses in the
16 regular rate of compensation; failure to provide split shift pay; failure to provide reporting time pay;
17 failure to provide suitable seating; failure to preserve all employee payroll records; failure to provide
18 accurate itemized wage statements; failure to reimburse for necessary business expenses; failure to
19 timely pay wages during employment; and failure to timely pay wages upon termination, during the
20 PAGA Period. This includes violations under California Labor Code sections 201-204, 210, 221,
21 222.5, 226, 226.3, 226.7, 351, 510, 512, 558, 1174, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198 and
22 2802, as well as California Code of Regulations, Title 8, section 11040 subdivisions 5(A)-(B) and
23 14. The Released PAGA Claims does not include underlying Labor Code claims, claims for
24 wrongful termination, discrimination, unemployment insurance, disability, and workers'
25 compensation, and claims outside of the PAGA Period. In no event shall the release of the Released
26 PAGA Claims release any individual claims of any individual.
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1 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
2 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
3 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
4 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any
5 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
6 this Order) shall not be construed to be an admission by Defendants of any liability or wrongdoing
7 as to Plaintiffs, the Aggrieved Employees, or any other person, and Defendants specifically disclaim
8 any such liability or wrongdoing.

9 This claim asserted under PAGA in this action is dismissed with prejudice. The individual
10 claims of the Plaintiffs are dismissed with prejudice. In addition, the PAGA claims of Aggrieved
11 Employees during the PAGA Period are dismissed with prejudice. After entry of this Order and
12 Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction pursuant
13 to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the
14 Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits,
15 and to supervise and adjudicate any dispute arising from or in connection with the distribution of
16 settlement benefits.

17 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
18 **ENTERED ACCORDINGLY.**

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20 DATED: _____

21 THE HONORABLE CAROLYN CAIETTI
22 JUDGE OF THE SUPERIOR COURT
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