

11/16/2023 at 08:00:00 AM

Clerk of the Superior Court
By Emily Schilawski, Deputy Clerk

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
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Attorneys for Plaintiff and the Class

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

LOLITA BUCKMASTER, as an individual
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

PEPPERBUSH HOLDINGS, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2020-00023125-CU-OE-CTL

(Assigned to the Honorable Carolyn Caietti, Dept.
C-70)

**[SECOND AMENDED ~~PROPOSED~~] ORDER
GRANTING PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEY
GENERAL ACT AND JUDGMENT THEREON**

[SECOND AMENDED PROPOSED] ORDER

Plaintiff Lolita Buckmaster (“Plaintiff”) Motion for an Order to Approve Settlement Agreement Pursuant to the Private Attorneys General Act, Labor Code § 2698 *et seq.* came on regularly for hearing. Appearing at the hearing were Max W. Gavron of Diversity Law Group and Areen Babajanian of Fisher Phillips, LLP for Defendant Pepperbush Holdings, LLC (“Defendant”) (Plaintiff and Defendant collectively, the “Parties”).

The Court has considered the Settlement Agreement and all other papers filed in this action.

NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. Plaintiff’s Motion to Approve Settlement Agreement Pursuant to the Private Attorneys General Act, Labor Code § 2698 *et seq.* is granted. The Court finds that the Settlement is fundamentally fair, reasonable, and adequate, and consistent with the purpose of PAGA; that Plaintiff has fairly and adequately protected the interests of the members of the PAGA Representative Group; and that Plaintiff’s Counsel are qualified to serve as counsel for the Plaintiff in her individual and representative capacity and for the aggrieved employees.

2. The Parties are hereby ordered to carry out the terms of the Settlement Agreement. Defendant is hereby ordered to: (1) deposit the first installment of \$250,000.00 within thirty (30) calendar days of the Effective Date; and (2) deposit the second payment of \$250,000.00 on or before January 31, 2023.

3. Pursuant to Labor Code § 2699(i) and within thirty (30) calendars of receiving the second payment of the Gross Settlement Amount, the Settlement Administrator shall distribute the Gross Settlement Amount, as follows:

- \$166,666.67 to Plaintiff’s counsel as Attorneys’ Fees;
- \$10,186.84 to Plaintiff’s counsel as Costs;
- \$5,500.00 to the Settlement Administrator;
- \$10,000.00 to Plaintiff as the enhancement award;
- The remainder, or the PAGA Penalty Fund, after the above deductions shall be distributed 75% (or \$230,734.87) to the Labor Workforce Development Agency

1 and 25% (or \$76,911.62) to the Aggrieved Employees based on the formula set
2 forth in the Settlement Agreement.

3 4. The Court hereby grants approval of the Settlement in accordance with the terms
4 of the Settlement and this Order. Without affecting the finality of the Settlement or Judgment
5 entered separately, this Court shall retain exclusive and continuing jurisdiction over the action
6 and the Parties, including all Settlement Class Members, for purposes of enforcing and
7 interpreting this Order and the Settlement.

8 5. The Notice of PAGA Settlement and Release Agreement is modified to add at the
9 end of the third paragraph, "The released claims do not include nonparty employees' individual
10 claims."

11 6. On October 31, 2023, the Court received the Supplemental Declaration of Yami
12 Burns on Behalf of Settlement Administrator with Respect to Disbursement of Settlement Funds
13 ("Supplemental Administrator Declaration"). Having reviewed the Supplemental Administrator
14 Declaration, the Court finds that the Parties have carried out the terms of the Settlement and the
15 Court's Order. As of the date of the Supplemental Administrator Declaration, one hundred
16 ninety-five (195) checks remained uncashed totaling \$10,718.01. The settlement administrator
17 notified the State Controller's Office of Unclaimed Property of the anticipated distribution and
18 will distribute the uncashed checks in accordance with the terms of the Settlement.

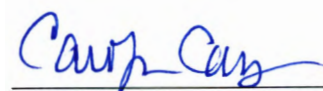
19 7. Pursuant to the Settlement, the Court retains jurisdiction to enforce the Agreement
20 pursuant to Code of Civil Procedure § 664.6.

21 8. This document shall constitute a Judgment for purposes of California Rules of
22 Court, Rule 3.769(h).

23 9. The Court now enters judgment as set forth above and provided for in the
24 Agreement and vacates the case management conference scheduled for May 3, 2024, at 9:15 a.m.
25 in this Court.

26 IT IS SO ORDERED, ADJUDGED, AND DECREED.

27 DATED: 11/16/23



3 Honorable Carolyn Caietti
Judge of the Superior Court of California

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5]ss.
6 COUNTY OF LOS ANGELES]

7 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

8 On November 10, 2023, I served the following document(s) described as: **[SECOND**
9 **AMENDED PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE**
10 **SETTLEMENT AGREEMENT PURSUANT TO THE PRIVATE ATTORNEY**
11 **GENERAL ACT AND JUDGMENT THEREON** on the interested parties in this action as follows:

12 Grace Y. Horoupian
13 Fisher & Phillips, LLP
14 2050 Main Street, Suite 1000
15 Irvine, CA 92614

16 ghoroupian@fisherphillips.com

17 *Attorneys for Defendant Pepperbush Holdings, LLC*

18 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
19 entitled document(s) to be served through the One Legal E-Filing System at the website
20 www.onelegal.com, addressed to all parties appearing on the electronic service list for the above-
21 entitled case. The service transmission was reported as complete and a copy of the filing
22 receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this
23 office.

24 I declare under penalty of perjury under the laws of the State of California that the above
25 is true and correct. Executed on November 10, 2023, at Los Angeles, California.

26
27
28

Erika Mejia