

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff and the Class

FILED
San Diego Superior Court

JAN 10 2023

Clerk of the Superior Court
By: A. Shirley, Deputy

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

12/02/2022 at 11:49:20 AM

Clerk of the Superior Court
By: Bernabe Montijo, Deputy Clerk

**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)

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

Reservation No. 2843611

Date: December 2, 2022
Time: 10:30 a.m.
Dept.: C-70

1 **[PROPOSED] ORDER**

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

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

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

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

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

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

- 23 • \$166,666.67 to Plaintiff's counsel as Attorneys' Fees;
- 24 • \$10,186.84 to Plaintiff's counsel as Costs;
- 25 • \$5,500.00 to the Settlement Administrator;
- 26 • \$10,000.00 to Plaintiff as the enhancement award;
- 27 • The remainder, or the PAGA Penalty Fund, after the above deductions shall be
28 distributed 75% (or \$230,734.87) to the Labor Workforce Development Agency

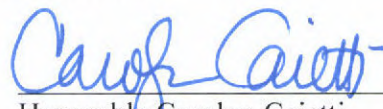
1 and 25% (or \$76,911.62) to the Aggrieved Employees based on the formula set
2 forth in the Settlement Agreement.

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 IT IS SO ORDERED, ADJUDGED, AND DECREED.

12
13 DATED: 1/10/23



Honorable Carolyn Caietti
Judge of the Superior Court of California