

1 **HAINES LAW GROUP, APC**
2 Paul K. Haines (SBN 248226)
3 phaines@haineslawgroup.com
4 Tuvia Korobkin (SBN 268066)
5 tkorobkin@haineslawgroup.com
6 Neil M. Larsen (SBN 276490)
7 nlarsen@haineslawgroup.com
8 2155 Campus Drive, Suite 180
9 El Segundo, California 90245
10 Tel: (424) 292-2350
11 Fax: (424) 292-2355

12 Attorneys for Plaintiff
13 and Aggrieved Employees

FILED
Clerk of the Superior Court
JUN 17 2021
By: A. TAYLOR

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego
05/21/2021 at 10:09:29 AM
Clerk of the Superior Court
By Erika Engel, Deputy Clerk

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

13 ROSA GOMEZ FELIX, on behalf of herself
14 and all others similarly situated,

15 Plaintiff,

16 vs.

17 WESTLAND SERVICES, INC., a California
18 corporation; and DOES 1 through 100,

19 Defendants.

Case No. 37-2020-00015385-CU-OE-CTL

[Assigned for all purposes to Hon. Joel R. Wohlfeil, C-73]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
PAYMENT**

Date: June 16, 2021

Time: 9:00 a.m.

Dept.: C-73

Complaint Filed: May 26, 2020

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on June 16, 2021 at 9:00 a.m.
2 Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents and
3 evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the Parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(1). Good cause appearing therefor, the Court
9 hereby GRANTS Plaintiff Rosa Gomez Felix's ("Plaintiff") Motion for Approval of Settlement
10 of Claims Brought under the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as:

12 All past and present hourly-paid, non-exempt employees of Defendant
13 Westland Services, Inc. dba Sandstrand ("Westland") who worked for
14 Westland in California at any time during the PAGA Period.

15 2. The "PAGA Period" means April 6, 2019 to the date of this Judgment and Order.

16 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
17 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its
18 terms.

19 4. The Court orders that Westland Services shall pay the Gross Settlement Amount
20 ("GSA") of \$340,000.00² to the Settlement Administrator in three equal installments: (1) one-
21 third of the GSA amount shall be deposited with the settlement administrator within 10 days of
22 the Effective Date; (2) one-third of the GSA shall be deposited with the settlement administrator
23 within 180 days of the Effective Date; and (3) the final one-third of the GSA shall be deposited
24 with the settlement administrator within 360 days of the Effective Date ("Final Deposit Date").

25 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
26 Settlement Agreement, attached as Exhibit 1 to the Declaration of Paul K. Haines submitted
27 concurrently with the Motion.

28 ² Pursuant to the Settlement, the Parties agree to meet and confer on any potential adjustment to
the Settlement Amount if the number of Aggrieved Employees increases by more than 15% over
909. If the Parties agree to increase the Gross Settlement Amount based on this provision, then
the Gross Settlement Amount referenced here shall increase accordingly.

1 5. The Court hereby approves, as to form and content, the Notice of Settlement
2 submitted by the Parties and included as Exhibit A to the Settlement.

3 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
4 Administrator.

5 7. Within twenty-one (21) days of this Order, Westland shall provide the Settlement
6 Administrator with a list containing the Aggrieved Employees' names, last known mailing
7 addresses, affected pay periods worked during the PAGA Period, and Social Security numbers
8 (the "Aggrieved Employee List"), pursuant to the terms of the Settlement.

9 8. The Settlement Administrator is directed to mail the Individual PAGA Payments
10 and Notice of Settlement to the Aggrieved Employees within thirty (30) days of the Final
11 Deposit Date.

12 9. The Court finds that attorneys' fees in the amount of 35% of the GSA (currently
13 estimated to be \$119,000.00)³ for Plaintiff's counsel, and reimbursement of litigation costs of
14 \$8,557.92 to Plaintiff's counsel, are fair, reasonable, and adequate, and orders the Settlement
15 Administrator to distribute these payments to Plaintiff's Counsel as provided for in the Settlement
16 Agreement.

17 10. The Court orders that the Settlement Administrator shall be paid \$4,450.00 for all
18 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

19 11. The Court finds that the requested Enhancement Payment of \$5,000.00 to Plaintiff
20 is fair, adequate, and reasonable in recognition of the unique contributions she has made and the
21 risks she undertook, on behalf of the Aggrieved Employees and the State of California, and orders
22 that the Settlement Administrator distribute this payment to Plaintiff as provided for in the
23 Settlement Agreement.

24 12. The Court finds that the amount of \$152,244.06, representing 75% of the
25 \$202,992.08⁴ allocated as PAGA civil penalties under the Settlement, to be paid to the California

26
27 ³ If the Gross Settlement Amount increases as noted above, the amount of attorneys' fees awarded
to Plaintiff's counsel shall increase commensurately.

28 ⁴ If the Gross Settlement Amount increases as noted above, the civil penalties paid to LWDA and
Aggrieved Employees will increase commensurately, pursuant to the Settlement.

1 Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is
2 fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance
3 with the terms of the Settlement Agreement.

4 13. The Court approves the scope of the release as set forth in the Settlement.
5 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and
6 Aggrieved Employees will have released all of the Released Claims against Westland which were
7 resolved as part of the Settlement. The Released Claims include any and all claims under the
8 PAGA that were alleged in the Complaint, the First Amended Complaint, the (proposed) Second
9 Amended Complaint, or that could have been alleged based on the facts alleged in those pleadings
10 or in the PAGA Notice, including but not limited to any and all claims for PAGA penalties for
11 violations of the California Labor Code governing overtime wages, minimum wage for all hours
12 worked, statutorily mandated rest periods and rest period premiums, statutorily mandated meal
13 periods and meal period premiums, final wages and compensation at the time of separation,
14 accurate itemized wage statements, reimbursement of necessary business expenses, payment of
15 wages, and maintenance of accurate records on behalf of aggrieved employees. Specifically, the
16 Released Claims are claims for civil penalties under PAGA, including but not limited to, for
17 violations of Labor Code §§ 201-203, 204, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194,
18 1194.2, 1197, 1198, 2802, and 2804. The release of the Released Claims shall extend for the
19 duration of the PAGA Period. Moreover, claims and causes of action alleged in the First
20 Amended Complaint that are not PAGA claims are not subject to this release, but, to the extent
21 not already dismissed, such claims are hereby dismissed without prejudice pursuant to the
22 Settlement Agreement and the Parties' stipulation.

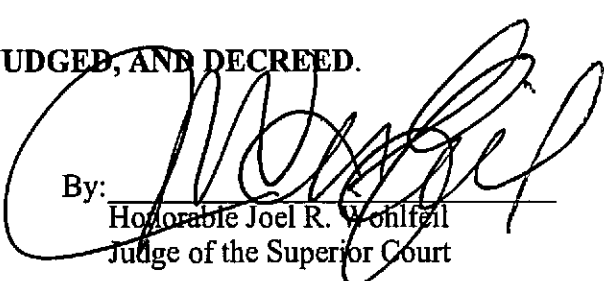
23 14. Upon entry of this Judgment and Order, the Court permanently enjoins and
24 forever bars the Plaintiff or the Aggrieved Employees from instituting or prosecuting any of the
25 Released Claims against Westland which were resolved as part of the Settlement. Without
26 affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction to
27 enforce the terms of the Settlement.

28 ///

1 15. Plaintiff shall file a declaration confirming the final distribution of funds on or
2 before September 30, 2022.

3 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

4
5 Dated: 6-17-21

By: 

Honorable Joel R. Wohlfeil
Judge of the Superior Court