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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

SHYLAINE ROBERTS, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

SOLANTIC CORPORATION, a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **20NWCV00603**

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

Hearing Date: June 11, 2026

Hearing Time: 9:30 a.m.

Judge: Hon. Ann H. Park

Dept.: P

Action Filed: October 27, 2020

Trial Date: Not Set

1 **ORDER AND JUDGMENT**

2 Plaintiff Shylaine Roberts ("Plaintiff") moves for approval of the settlement of
3 Plaintiff's claims under the California Labor Code Private Attorneys General Act ("PAGA"),
4 pursuant to California Labor Code § 2699(l), against Defendant Solantic Corporation
5 ("Defendant").

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

13 The Parties seek approval of the settlement of Plaintiff's PAGA claims and the PAGA
14 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which
15 was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in
16 the total sum of \$430,000, which includes the PAGA Payment, the Administration Expenses
17 Payment (not to exceed \$5,225) for Apex Class Action Administration to administer the
18 settlement, PAGA Counsel Fees Payment in the amount of \$430,000 (one-third of the Gross
19 Settlement Amount), a Service Award in the amount of \$15,000, and PAGA Counsel
20 Litigation Expenses Payment in the amount of \$52,751.92. The PAGA Payment, which is the
21 amount remaining of the Gross PAGA Settlement Amount after deduction of the
22 Administration Expenses Payment, the Service Award and PAGA Counsel Fees Payment and
23 PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor Code 2699 penalties,
24 including other civil penalties specified in the Labor Code, of which 75% of the payment will
25 be paid to the LWDA (no less than \$155,956.50) and 25% will be paid to the Settlement
26 Employees (no less than \$51,985.50).

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

4 The "Settlement Employees" are defined as all persons who worked for Defendant
5 Solantic Corporation in California as an hourly, non-exempt employee at any time during the
6 PAGA Period. The PAGA Period is the period from August 23, 2019 through April 30, 2021.

7 Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
8 Amount, Defendant and the Released Parties (as defined in the PAGA Settlement Agreement)
9 shall be entitled to a release of the Released PAGA Claims. The "Released PAGA Claims"
10 are: All causes of action that occurred during the PAGA Period and factual or legal theories
11 that were alleged in the Action, including, the operative State Court Complaint and/or any
12 PAGA Notice or reasonably could have been alleged based on the facts stated in the operative
13 Action or PAGA Notice, further including, all of the following PAGA claims: (a) PAGA
14 claims based on the failure to pay all wages due (including, but not limited to, claims for
15 minimum wages, straight time wages, overtime, time-and-a-half, double time, miscalculation
16 or underpayment of the regular rate, miscalculation or underpayment of meal and/or rest
17 premiums, miscalculation or underpayment of sick time/sick pay, off-the-clock work, donning
18 and doffing, rounding time, split shift, reporting time); (b) PAGA claims based on the failure
19 to provide, authorize or permit compliant meal periods or pay proper premiums in lieu thereof;
20 (c) PAGA claims based on the failure to provide, authorize or permit compliant rest breaks or
21 pay proper premiums in lieu thereof; (d) PAGA claims based on the failure to indemnify or
22 reimburse for necessary business expenses, as a result of employment or in the consequence
23 of performing required duties (including but not limited to, use of personal cell phones and
24 personal vehicles); (e) PAGA claims based on the failure to timely pay final wages at
25 termination; (f) PAGA claims based on the failure to timely pay wages during employment;
26 (g) PAGA claims based on the failure to provide accurate itemized wage statements; (h) PAGA
27 claims based on the failure to maintain accurate records; (i) PAGA claims based on the failure
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1 to provide suitable seating; (j) any other PAGA claims or PAGA penalties under the wage and
2 hour laws pleaded in the Action or primary rights pursued in the Action; and (k) all civil
3 penalties, attorneys' fees and costs, recoverable under said claims under PAGA, under the
4 California Labor Code as to the facts alleged in the Action, the applicable Wage Orders as to
5 the facts alleged in the Action. The period of the Release shall only extend to the limits of the
6 PAGA Period. The *res judicata* effect of the Judgment will be the same as that of the Release.
7 The Released Claims do not release any other claims, including claims for vested benefits,
8 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
9 insurance, disability, social security, workers' compensation, class claims or claims based on
10 facts occurring outside the PAGA Period.

11 This settlement (including this Order) cannot be used, directly or indirectly, to
12 introduce, use, or admit in this case or in any other judicial, arbitral, administrative,
13 investigative or other forum or proceeding, as purported evidence of any violation of any
14 federal, state, or local law, statute, ordinance, regulation, rule or executive order (*i.e.*, evidence
15 of a "first" or "initial" violation), or any liability, obligation, or duty at law or in equity, or for
16 any other purpose. This settlement (including this Order) shall not be construed to be an
17 admission by Defendant of any liability or wrongdoing as to Plaintiff, the Aggrieved
18 Employees, or any other person, and Defendant specifically disclaims any such liability or
19 wrongdoing.

20 This claim asserted under PAGA in this action is dismissed with prejudice. After entry
21 of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain
22 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret,
23 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge
24 to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or
25 in connection with the distribution of settlement benefits.

26 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
27 **ENTERED ACCORDINGLY.**
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DATED: _____

THE HONORABLE ANN H. PARK
JUDGE OF THE SUPERIOR COURT