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

ROBERT RODRIGUEZ, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

CITY NATIONAL BANK, business entity
form unknown; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 20STCV29761

[Assigned for all purposes to the Hon.
Malcolm Mackey, Department 55]

**~~AMENDED-PROPOSED~~
JUDGMENT AND ORDER
GRANTING PLAINTIFF'S
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS
BROUGHT UNDER THE PAGA,
REASONABLE ATTORNEY'S
FEES AND COSTS, AND
ENHANCEMENT AWARD**

Date: November 10, 2022

Time: 8:30 a.m.

Dept.: 55

Reservation ID: 936780749585

Complaint Filed: August 6, 2020

Trial Date: None

1 On November 10, 2022, a hearing was held on Plaintiff Robert Rodriguez's ("Plaintiff")
2 Motion for Approval of a Settlement Agreement Pursuant to California's Private Attorneys
3 General Act (the "Motion"). The Court having considered all the papers filed and proceedings
4 herein and otherwise being fully informed, and having made this Judgment which constitutes a
5 final adjudication of this matter on the merits, and good cause appearing,

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

7 1. All terms used for purposes of this Order and Judgment, not otherwise defined,
8 shall have the same meaning as given in the Joint Stipulation of Settlement and Release Under
9 the Private Attorneys General Act, California Labor Code § 2698, *et Seq.* ("Agreement" or
10 "Settlement"), attached as Exhibit A to the Declaration of Kristen Agnew, filed on June 3, 2022.

11 2. Pursuant to the PAGA, Labor Code section 2699, subdivisions (l)(2) and (l)(4),
12 the Labor and Workforce Development Agency ("LWDA") has been given notice of the
13 Settlement. Pursuant to the PAGA, on the date the Parties filed the Motion seeking approval of
14 the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the Settlement
15 enclosing a copy of the Settlement. The Court finds and determines that Plaintiff's notice of the
16 Settlement complied with the statutory requirements of the PAGA.

17 3. The Court confirms approval of the Settlement as to the following group of
18 individuals, collectively referred to as the "Aggrieved Employees":

- 19 (i) California non-exempt employees who earned both shift pay and overtime in
20 the same workweek during the period of April 9, 2019 through June 3, 2022;
21 ("Overtime Aggrieved Employees");
- 22 (ii) California non-exempt employees who earned both shift pay and meal period
23 premiums in the same workweek during the period of April 9, 2019 through
24 June 3, 2022 ("Meal Period Aggrieved Employees");
- 25 (iii) California non-exempt employees who earned both non-discretionary
26 incentive wages and sick pay in the same workweek during the period of April
27 9, 2019 through June 3, 2022 ("Sick Pay Aggrieved Employees");
28

1 (iv) California non-exempt employees who received a wage statement reflecting
2 the payment of shift pay wages during the period of April 9, 2019 through
3 June 3, 2022 (“Shift Pay Aggrieved Employees”); and

4 (v) California non-exempt employees, who were assigned a company-issued
5 radio, and worked at least one shift lasting 3.5 hours or more during the period
6 of April 9, 2019 through June 3, 2022 (“Radio Aggrieved Employees”)

7 4. The Court finds that the Settlement is, in all respects, fair, reasonable, and
8 adequate. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

9 5. The Court finds that each Aggrieved Employee, in accordance with the
10 Settlement, releases the Released Parties from all claims for penalties under the California Private
11 Attorneys General Act, including costs and attorneys’ fees related thereto, predicated on the
12 violation of Labor Code sections 201, 202, 203, 226, 226.7, 246, 510, 512, 558, and 1194, based
13 on claims that are or could have been alleged against the Released Parties in the Complaint and
14 PAGA notice that occurred during the period of April 9, 2019 through June 3, 2022 (“PAGA
15 Period”). The “Released Claims” specifically includes:

16 (i) All PAGA claims for or arising from unpaid overtime, under California Labor
17 Code sections 510, 558, and 1194, and associated penalties under Labor Code
18 sections 201, 202, 203 and 226, and any related provisions in the wage orders,
19 limited to Overtime Aggrieved Employees;

20 (ii) All PAGA claims for or arising from unpaid meal period premium pay, under
21 California Labor Code sections 226.7 and 512, and associated penalties under
22 Labor Code sections 201, 202, 203 and 226, and any related provisions in the
23 wage orders, limited to Meal Period Aggrieved Employees;

24 (iii) All PAGA claims for or arising from unpaid sick pay, under California Labor
25 Code section 246, *et seq.* and associated penalties under Labor Code sections
26 201, 202, 203 and 226, and any related provisions in the wage orders, limited
27 to Sick Pay Aggrieved Employees;
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1 (iv) All PAGA claims for or arising from wage statement violations, under
2 California Labor Code section 226, and any related provisions in the wage
3 orders, limited to Shift Pay Aggrieved Employees; and

4 (v) All PAGA claims for or arising from rest period violations, under California
5 Labor Code section 226.7, and associated penalties under Labor Code sections
6 201, 202, 203 and 226, and any related provisions in the wage orders, limited
7 to Radio Aggrieved Employees

8 6. The Court finds that the Gross Settlement Amount, PAGA Penalties Fund, and
9 the methodology used to calculate and pay each Individual Settlement Payment, in accordance
10 with the Settlement, are fair and reasonable.

11 7. The Court authorizes Phoenix Settlement Administration to act as the Settlement
12 Administrator.

13 8. The Court authorizes the Settlement Administrator to calculate and pay the
14 Individual Settlement Payments, in accordance with the terms of the Settlement.

15 9. The Court awards the Settlement Administrator in this Action its fees and costs
16 of seven thousand dollars seven hundred fifty dollars and zero cents (\$7,750.00) in accordance
17 with the terms of the Settlement Agreement.

18 10. The Court awards to Plaintiff a payment of ten thousand dollars and zero cents
19 (\$10,000.00), which shall be paid to Plaintiff as a PAGA Representative Enhancement award. In
20 exchange, Plaintiff has agreed to a general release of all claims that he might have against
21 Defendant, including a Civil Code section 1542 release.

22 11. The Court awards to Plaintiff's Counsel in this Action its fees of ninety-one
23 thousand six hundred sixty-six dollars and zero cents (\$91,666.00) and actual costs of seven
24 thousand one hundred ninety-eight dollars and five cents (\$7,198.05), in accordance with the
25 terms of the Settlement Agreement.

26 12. The Court approves the allocations and payment of PAGA Penalties Fund, in
27 accordance with the terms of the Settlement.

28 13. Under the terms of the Settlement, the PAGA Penalties Fund is one hundred fifty
eight thousand three hundred eighty-five dollars and ninety-five cents (\$158,385.95). Seventy-

1 five percent (75%) of the PAGA Penalties Fund (\$118,789.46) will be paid to the State of
2 California Labor and Workforce Development Agency ("LWDA Payment"), and the remaining
3 amount of the PAGA Penalties Fund (\$39,596.49) shall be distributed to the Aggrieved
4 Employees in accordance with the terms of the Settlement.

5 14. Checks for Individual Settlement Payments sent to Aggrieved Employees shall be
6 valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for
7 Individual Settlement Payments uncashed after one hundred eighty (180) days will be disbursed
8 to the California State Controller's Office Unclaimed Property Fund.

9 15. The Court retains exclusive and continuing jurisdiction over this Action for
10 purposes of supervising, administering, implementing, interpreting, and enforcing this Judgment
11 and Order, as well as the Settlement.

12 16. Nothing in this Order and Judgment or the Settlement shall be construed as an
13 admission or concession by any party. The Settlement and this resulting Judgment and Order
14 simply represent a compromise of disputed allegations.

15 17. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10)
16 days of the date of this Order.

17 **IT IS SO ORDERED AND ADJUDGED.**

18 Dated: 11/10/2022



Malcolm Mackey

Honorable Malcolm Mackey
Judge of the Superior Court
Malcolm Mackey / Judge

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