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11 *Attorneys for Plaintiffs*
12 VICTOR CORONEL and
13 GUILLERMO MOLINA

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF RIVERSIDE**

16 VICTOR CORONEL and GUILLERMO
17 MOLINA, as aggrieved employees and
18 Private Attorneys General,

19 Plaintiffs,

20 vs.

21 CMH MANUFACTURING WEST, INC., a
22 Nevada corporation; CLAYTON HOMES,
23 INC., a Delaware corporation; and DOES 1
24 through 50, inclusive,

25 Defendants.

Case No.: RIC2003070

*Assigned for All Purposes to: Hon. Sunshine S.
Sykes, Dept. 6*

26 **NOTICE OF ENTRY OF AMENDED**
27 **ORDER**

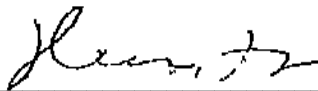
28 Complaint Filed: August 10, 2020
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on March 24, 2022, the Honorable Sunshine S. Sykes, in
3 Department 6 in the above-entitled Court, located at 4050 Main Street, Riverside, California
4 92501, executed the Proposed Amended Order Granting Plaintiffs' Motion for Order Approving
5 Settlement Pursuant to California Labor Code § 2699 Private Attorneys General Act and Entering
6 Judgment. Attached hereto as **Exhibit A** is a true and correct copy of the Order which was
7 executed on March 24, 2022 and filed on March 28, 2022.

8
9 Dated: March 28, 2022

PROTECTION LAW GROUP, LLP

10
11 By: 

12 Heather Davis
13 Amir Nayebdadash
14 Priscilla Gamino
15 *Attorneys for Plaintiffs*
16 VICTOR CORONEL and GUILLERMO
17 MOLINA
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EXHIBIT A

1 HEATHER DAVIS, SBN 239372
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12 *Attorneys for Plaintiffs*
13 VICTOR CORONEL and
14 GUILLERMO MOLINA

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27 Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 28 2022

ms **L. Howell**

Case No.: RIC2003070

*Assigned for all purposes to: Hon. Sunshine S.
Sykes, Dept. 6*

**[PROPOSED] AMENDED ORDER
GRANTING PLAINTIFFS' MOTION FOR
ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL
ACT AND ENTERING JUDGMENT**

Hearing Date: January 26, 2022
Hearing Time: 8:30 a.m.
Department: 6

Reservation No.: 430648467661

Complaint Filed: August 10, 2020
Trial Date: None Set

1 Having reviewed and considered Plaintiffs Victor Coronel and Guillermo Molina's
2 (collectively "Plaintiffs") Motion for Order Approving Settlement Pursuant to California Labor
3 Code Private Attorneys General Act and Entering Judgment, having considered the Parties' Joint
4 Stipulation re Amendment of Order Granting Plaintiffs' Motion For Order Approving Settlement
5 Pursuant to California Labor Code § 2699 Private Attorneys General Act and Entering Judgment
6 and Increasing Gross Settlement Amount, and good cause appearing for the same, it is hereby
7 **ORDERED, ADJUDGED, and DECREED:**

8 1. The Court hereby approves the Joint Stipulation of PAGA Settlement and Release of
9 Claims attached as Exhibit 2 to the Declaration of Heather Davis ("Settlement Agreement" or
10 "Settlement") as a fair, reasonable, and adequate resolution of the PAGA claims alleged in the
11 Action.

12 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set
13 forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein
14 shall have the same meaning as defined in the Settlement Agreement.

15 3. This Court has jurisdiction over the subject matter of this Action, and over all Parties
16 to this Action, including Plaintiffs, the State of California, and all PAGA Members.

17 4. The Court designates ILYM Group, Inc. ("ILYM") as the third-party Settlement
18 Administrator for mailing the PAGA Members' cover letters, distribution of the Gross Settlement
19 Amount, and other duties set forth in the Settlement.

20 5. Within fourteen (14) calendar days after entry of this Order and Judgment,
21 Defendants CMH Manufacturing West, Inc. and Clayton Homes, Inc. (collectively "Defendants")
22 will provide the Settlement Administrator the Aggrieved Employee List as defined in the Settlement
23 Agreement.

24 6. Within thirty (30) calendar days of the Effective Date, Defendants will deposit the
25 Gross Settlement Amount of Nine Hundred and Sixty One Thousand, Three Hundred and Forty
26 Four Dollars (\$961,344.00) into the Qualified Settlement Fund ("QSF") to be established by the
27 Settlement Administrator.

28 7. Within fourteen (14) calendar days of receipt of the Gross Settlement Amount from
Defendants, the Settlement Administrator shall distribute the Gross Settlement Amount as provided

1 in the Settlement Agreement and set forth below:

- 2 a. Three Hundred Thirty-Six Thousand Four Hundred Seventy Dollars and Forty Cents
3 (\$336,470.40) to Plaintiffs' Counsel for attorneys' fees ("Plaintiffs' Counsel Fees
4 Payment"), which is thirty-five (35%) of the Gross Settlement Amount, and
5 attorneys' costs ("Plaintiffs' Counsel Litigation Costs Payment") in the amount of
6 Sixteen Thousand Seven Hundred Dollars and Sixty-Nine Cents (\$16,700.69), from
7 the Gross Settlement Amount as final payment for and complete satisfaction of any
8 and all attorneys' fees and costs incurred by and/or owed to Plaintiffs' Counsel
9 related to the Action;
- 10 b. Seven Thousand Five Hundred Dollars (\$7,500.00) to each Plaintiff Victor Coronel
11 and Guillermo Molina (\$15,000.00 for both Plaintiffs) ("Plaintiffs' Representative
12 Payment") from the Gross Settlement Amount, to compensate them for their services
13 in prosecuting the Action and performing work in support of the Action;
- 14 c. Eight Thousand Nine Hundred One Dollars and Ten Cents (\$8,901.10) to the
15 Settlement Administrator, ILYM Group, Inc ("Settlement Administrator Payment")
16 from the Gross Settlement Amount for administration expenses incurred by the
17 Settlement Administrator; and
- 18 d. The Net Settlement Amount remaining after the deducting of the Plaintiffs' Counsel
19 Fees Payment, Plaintiffs' Counsel Litigation Costs Payment, Plaintiffs'
20 Representative Payment, and Settlement Administrator Payment (\$584,271.81),
21 shall be distributed to the California Labor and Workforce Development Agency
22 ("LWDA") and PAGA Members. 75% of the Net Settlement Amount (\$438,203.86)
23 shall be distributed to the LWDA ("LWDA Payment"). 25% of the Net Settlement
24 Amount (\$146,067.95) shall be distributed to the PAGA Members on a pro rata basis
25 based on the number of Pay Periods worked by each PAGA Member ("PAGA
26 Payment"). The Settlement Administrator shall mail each PAGA Member their
27 PAGA Payment Share check along with the Notice attached hereto as Exhibit A.

28 8. All checks to the PAGA Members shall remain valid and negotiable for 180 days
from the date of their issuance to the PAGA Members. If any checks are not cashed within 180 days

1 of mailing, those funds shall be transmitted to the Controller of the State of California to be held
2 pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 1500, *et seq.* in the
3 names of those PAGA Members who did not cash their checks until such time they claim their
4 property.

5 9. Upon the funding of the Gross Settlement Amount by Defendants to the Settlement
6 Administrator, PAGA Members and the LWDA will fully and finally release and discharge
7 Defendants from any and all claims for the recovery for civil penalties, attorneys' fees and costs
8 permissible under PAGA which Plaintiffs and/or the Aggrieved Employees had, or may claim to
9 have, against Released Parties, arising out of the violations alleged in the Complaint or the PAGA
10 Notice or reasonably could have been alleged based on the facts and legal theories contained in the
11 Complaint or the PAGA Notice, including unpaid straight and overtime wages, failure to provide
12 reporting time pay, failure to pay employees all minimum wages and overtime wages owed
13 including by failing to pay all overtime and double time at the correct regular rate of pay, failure to
14 provide compliant meal and rest breaks, failure to pay all premium wages owed for short, late or
15 missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to
16 timely pay wages within the times permissible under Labor Code section 204; failure to provide
17 complete and accurate wage statements; failure to keep complete and accurate payroll records;
18 failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201,
19 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1194,
20 1197, 1197.1, 1198, 2698, 2699.3, 2699.5, 2800, and 2802, and Industrial Welfare Commission
21 Wage Order No. 1-2001 sections 3, 4, 7, 8, 9, 11, 12 and 20 (collectively, the "Released Claims").
22 This release shall apply to claims arising during the PAGA Period. The Released Claims described
23 above expressly exclude all claims made by PAGA Members for individual wage claims, vested
24 benefits, wrongful termination, unemployment insurance, state disability insurance, social security,
25 workers' compensation, claims while classified as exempt, and claims outside of the PAGA Period.

26 10. Upon the funding of the Gross Settlement Amount, Plaintiffs Victor Coronel and
27 Guillermo Molina agree, on behalf of themselves only, shall release all claims related to their
28 employment or alleged employment with the Defendants or the Released Parties including all claims
alleged in the Action, and all claims known and unknown, without exception, except as may be

1 prohibited by law. Plaintiffs further waive the provisions of California Civil Code § 1542. This
2 release by Plaintiffs is not intended to release any claims that cannot be waived or released as a
3 matter of law, including specifically, without limitation, any claim for unemployment insurance,
4 state disability insurance, social security, and workers' compensation.

5 11. The Court finds that Plaintiffs gave notice to the California Labor Workforce and
6 Development Agency ("LWDA") and to Defendants of their intention to pursue claims for civil
7 penalties under PAGA arising out of the facts and legal theories alleged in the Complaint, that the
8 LWDA did not give notice that it intended to investigate these claims within 65 days of receiving
9 Plaintiffs' notice, and that Plaintiffs are therefore authorized to pursue these claims on behalf of the
10 LWDA. The Court further finds that Plaintiffs gave notice of this proposed settlement of those
11 claims under PAGA to the LWDA in accordance with Labor Code section 2699(l)(2), and that the
12 LWDA has not expressed any objection to the proposed settlement. Accordingly, this Judgment also
13 bars the LWDA, or any other agency of the State of California, or any person acting on its behalf,
14 from collecting any penalties due to any of them, or any unpaid wages due to PAGA Class Members,
15 to the extent those penalties or unpaid wages arise out of the PAGA Released Claims or the facts
16 giving rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-86 (2009).

17 12. Plaintiffs' Counsel are directed to submit a copy of this Order and Judgment to the
18 California Labor and Workforce Development Agency within ten (10) calendar days of entry of the
19 Judgment.

20 13. Without affecting the finality of this Order and Judgment, the Court shall retain
21 continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the
22 implementation and enforcement of the terms of the Settlement Agreement pursuant to the Civil
23 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
24 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
25 Agreement shall be presented to the Court for resolution.

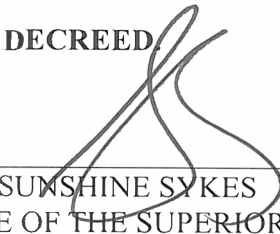
26 14. The payments shall be distributed by the Settlement Administrator within fourteen
27 (14) days of service of this Amended Order on the Parties. Counsel for the Plaintiffs is directed to
28 serve the Amended Order on the Settlement Administrator upon receipt.

15. A hearing on the Final Accounting (Nonappearance) is scheduled for December 16,

1 2022. A final report on the disbursement of the PAGA Payment Shares shall be filed seven (7) court
2 days in advance of the Final Accounting (Nonappearance) hearing.

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

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5 DATED: 3/24/2022

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HON. SUNSHINE SYKES
JUDGE OF THE SUPERIOR COURT