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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JAZZMIN CORTEZ, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

MILLARD MALL SERVICES, INC., an
Illinois corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. CVRI2104010

Honorable Eric Keen
Department 6

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS AND SETTLEMENT
ADMINISTRATION COSTS**

Reservation ID: 621873577694
Date: October 31, 2024
Time: 8:30 a.m.
Dept.: 6

Complaint Filed: September 2, 2021
Trial Date: Not Set

[PROPOSED] ORDER AND JUDGMENT

On October 31, 2024 at 8:30 a.m. in Department 6 of the above-entitled Court, located at Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501, Plaintiff Jazzmin Cortez's ("**Plaintiff**") Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs and Settlement Administration Costs ("**Motion**") came on for hearing before the Honorable Harold W. Hopp. Blackstone Law, APC appeared on behalf of Plaintiff and Wilson, Elser, Moskowitz, Edelman & Dicker LLP appeared on behalf of Defendant Millard Mall Services, Inc. ("**Defendant**").

Plaintiff and Defendant (together, the "**Parties**") have executed the Private Attorneys General Act Settlement Agreement and Release ("**PAGA Settlement Agreement**" or "**PAGA Settlement**") and the Settlement and Release Agreement ("**Individual Settlement Agreement**").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

IT IS HEREBY ORDERED THAT:

1. Plaintiff's Motion is granted in its entirety.
2. This Order incorporates by reference the definitions in the PAGA Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the PAGA Settlement Agreement.
3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("**PAGA**"), including, but not limited to, providing the California Labor and Workforce Development Agency ("**LWDA**") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, but not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).
4. The Court also finds that the PAGA Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action ("**Action**").

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1 5. The individuals covered under the PAGA Settlement consist of the following: “all
2 current and former hourly-paid and/or non-exempt employees who worked for Defendant within the
3 State of California at any time during the PAGA Period (“**Aggrieved Employees**”). The “**PAGA**
4 **Period**” is defined as the period from August 27, 2019 to October 21, 2021.

5 6. The Court finds that the Parties reached the PAGA Settlement as a result of arm’s-
6 length negotiations.

7 7. The Parties are directed to perform in accordance with the terms set forth in this Order
8 and Judgment, the PAGA Settlement Agreement, and the Individual Settlement Agreement.

9 8. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
10 allocated for payment of penalties under PAGA (“**Net Settlement Amount**”), and determines that it
11 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which
12 shall be the PAGA Settlement Amount (\$475,000.00) less the approved Attorneys’ Fees and Costs to
13 Blackstone Law, APC (“**Plaintiff’s Counsel**”) and Settlement Administration Costs to ILYM Group,
14 Inc. (“**Settlement Administrator**”). Seventy-five percent (75%) of the Net Settlement Amount shall
15 be distributed to the LWDA (“**LWDA Payment**”) and twenty-five percent (25%) of the Net
16 Settlement Amount shall be distributed to the Aggrieved Employees in accordance with this Order
17 and Judgment and the PAGA Settlement Agreement.

18 9. The Court has considered the PAGA Settlement and the monetary allocations provided
19 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
20 Settlement Administrator to administer the PAGA Settlement and to make the payments as provided
21 for by, and consistent with, this Order and Judgment and the PAGA Settlement Agreement.

22 10. The Court approves the payment of \$158,333.33 to Blackstone Law, APC for
23 attorneys’ fees. This amount shall be paid from the PAGA Settlement Amount and shall be disbursed
24 in accordance with this Order and Judgment and the PAGA Settlement Agreement.

25 11. The Court approves the payment of \$25,689.06 to Blackstone Law, APC for
26 reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be
27 paid from the PAGA Settlement Amount and shall be disbursed in accordance with this Order and
28 Judgment and the PAGA Settlement Agreement.

12. The Court approves payment in the amount of up to \$5,550.00 to the ILYM Group, Inc. for the Settlement Administration Costs. This amount shall be paid from the PAGA Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the PAGA Settlement Agreement.

13. The Court approves the cover letter ("**Cover Letter**"), attached hereto as **Exhibit 1**, and the Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes the Individual PAGA Payment checks to the Aggrieved Employees.

14. No later than (10) calendar days after the date of this Order and Judgment, Defendant will deliver Aggrieved Employee identifying information in Defendant's possession, including each Aggrieved Employee's first and last name, last known address, last known telephone number, Social Security number, and dates worked during the PAGA Period (collectively, "**Aggrieved Employees List**") to the Settlement Administrator.

15. No later than thirty (30) calendar days after the date of this Order and Judgment, Defendant will fund the PAGA Settlement Amount by transmitting the funds to a qualified settlement account established by the Settlement Administrator for administration of the PAGA Settlement.

16. No later than ten (10) calendar days after the Settlement Administrator receives the Aggrieved Employees List and PAGA Settlement Amount, the Settlement Administrator will distribute the Individual PAGA Payments to Aggrieved Employees, LWDA Payment to the LWDA, Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement Administration Costs to itself.

17. The Individual PAGA Payment checks issued to Aggrieved Employees will remain valid and negotiable for up to one hundred and eighty (180) calendar days after the checks are initially mailed to the Aggrieved Employees, and thereafter, will be canceled. Funds associated with such canceled checks will be distributed to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s).

18. If the actual number of Pay Periods is more than ten percent (10%) above 11,229, Plaintiff has the option to cancel the PAGA Settlement Agreement.

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1 19. Aggrieved Employees shall not have the right to opt out of or object to the PAGA
2 Settlement. Upon the full funding of the PAGA Settlement Amount, Plaintiff and the State of
3 California with respect to the Aggrieved Employees, will be deemed to fully, finally, and forever
4 released the Released Parties from the Released Claims.

5 20. The “**Released Parties**” means Defendant and its officers, directors, employees, and
6 agents.

7 21. The “**Released Claims**” means any and all claims, arising during the PAGA Period,
8 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections
9 2698 *et seq.*, based only on the claims described in the PAGA Notice and only to the extent that they
10 are alleged in the Operative Complaint, for Defendant’s alleged failure to pay overtime and minimum
11 wages, provide compliant meal and rest periods and associated premium payments, timely pay wages
12 during employment and upon termination, provide complaint wage statements, maintain accurate and
13 complete payroll records, and reimburse necessary business-related expenses in violation of California
14 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1,
15 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders

16 22. No individualized notice of this Order and Judgment is required to be provided to the
17 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
18 system established for the filing of notices and documents, in conformity with California Labor Code
19 § 2699(l)(3).

20 23. Any dismissal of the Released Claims does not extend to or otherwise affect the ability
21 of an Aggrieved Employee to bring individual, non-representative claims against the Defendant for
22 alleged violations of the California Labor Code.

23 24. A Final Accounting (Non-Appearance) Hearing is set for _____ at
24 _____ in Department 1 of the above-entitled Court. A Final Report is due to be filed no later
25 than _____ regarding disbursements and uncashed funds.

26 **IT IS SO ORDERED.**

27 Dated: _____

Honorable Eric Keen
Judge of the Superior Court

EXHIBIT 1

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County
Superior Court Case No. CVRI2104010

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court Case No. CVRI2104010 (“Action”).

The lawsuit was filed on September 2, 2021 by Jazzmin Cortez (“Plaintiff”) against her former employer Millard Mall Services, Inc. (“Defendant”), on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders, including, *inter alia*, for failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain accurate and complete payroll records, and reimburse necessary business-related expenses. Prior to initiating the lawsuit, on August 27, 2020, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable IWC Wage Orders including *inter alia*, IWC Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-804153-20 (“PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations. Plaintiff and Defendant, desiring to resolve and terminate all differences among them, have reached a settlement of the claims and liabilities arising out of the Action on the terms and subject to the conditions set forth herein, without Defendant and the Released Parties admitting to the validity of any of the facts alleged in the Action, but rather to avoid the uncertainty and expense of proceeding further. There has been no determination on the merits of the Action or the PAGA Notice.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period August 27, 2019 to October 21, 2021 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of full funding of the PAGA Settlement Amount>>, the Released Parties were fully, finally, and forever released from the Released Claims.

“Released Parties” means Defendant and its officers, directors, employees, and agents.

COVER LETTER

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, based only on the claims described in the PAGA Notice and only to the extent that they are alleged in the Operative Complaint, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain accurate and complete payroll records, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant’s counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].