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15 CALIFORNIA SUN GROWER SERVICES COMPANY, LLC
and THE MORNING STAR COMPANY
16

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF MERCED**

19 ALEXIS RUIZ GONZALEZ, on behalf of
himself and all other current and former
20 aggrieved California-based hourly non-exempt
employees,

21 Plaintiff,

22 vs.

23 CALIFORNIA SUN GROWER SERVICES
24 COMPANY, LLC; THE MORNING STAR
COMPANY; and DOES 1 to 100, inclusive,

25 Defendants.
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FILED
MERCED COUNTY

2023 JAN 25 AM 9:44

CLERK OF THE SUPERIOR COURT
BY: MUSTO NOIMAN

DEPUTY

Case No.: 21CV-00190

PAGA ACTION

[ASSIGNED FOR ALL PURPOSES TO THE
HON. BRIAN MCCABE, COURTROOM 8]

**[PROPOSED] ORDER GRANTING
APPROVAL OF INDIVIDUAL
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 ("PAGA") AND JUDGMENT
THEREON**

Action Filed: January 8, 2021

[REDACTED] ORDER

Pursuant to Stipulation by the Parties and good cause appearing:

Having considered the submissions of Plaintiff ALEXIS RUIZ GONZALEZ ("Plaintiff") and Defendants CALIFORNIA SUN GROWER SERVICES COMPANY, LLC; and THE MORNING STAR COMPANY (collectively, "Defendants") (Plaintiff and Defendants collectively, the "Parties"), and all legal authorities and documents submitted in support thereof, including the Joint Stipulation of Settlement of PAGA Action ("Settlement Agreement") attached to the Declaration of Courtney M. Miller as Exhibit 1, and good cause appearing,

HEREBY ORDERS AND ENTERS JUDGMENT, as follows:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement attached to the Declaration of Courtney M. Miller as Exhibit 1.

2. The Court hereby approves the terms set forth in the Settlement Agreement and finds that the individual PAGA settlement in the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the individual PAGA settlement of the Settlement Agreement according to its terms. The Court finds that the individual PAGA settlement of the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties were able to reasonably evaluate their respective positions. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate Plaintiff's individual PAGA claims. The Court has reviewed the monetary recovery being provided as part of the settlement and recognizes the significant value accorded to Plaintiff.

3. The Settlement Agreement is not an admission by Defendants or by any other of the Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing by any of the Defendants or Released Parties. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against any of the Defendants or Released Parties.

4. The Parties have reached a settlement of Plaintiff's individual PAGA claims during the PAGA period, which is from September 29, 2019, through the date of settlement.

1 5. The Parties' settlement expressly carves out and is not intended to settle, the currently
2 pending PAGA claims in case no. 21CV-00190 of other allegedly aggrieved employees. By entering
3 into the Parties' Settlement Agreement, Plaintiff expressly does not waive his position that he has
4 standing to pursue non-individual PAGA claims and/or representative claims, including but not
5 limited to those pending in the PAGA Action, case no. 21CV-00190. Defendants understand but
6 disagree with Plaintiff's position that he has standing to pursue any non-individual PAGA and/or
7 representative claims, including but not limited to those pending in the PAGA Action, case no.
8 21CV-00190. The Parties agree, however, that ultimately this determination will be decided by the
9 Courts.

10 6. Five Hundred Dollars (\$500.00) of the total settlement payment to be paid by
11 Defendant CALIFORNIA SUN GROWER SERVICES COMPANY, LLC shall be attributable to
12 any and all statutory penalties due to Plaintiff as an individual, as alleged under the Private Attorneys
13 General Act of 2004 ("PAGA"), California Labor Code sections 2698, *et seq.*

14 7. The Parties acknowledge that Plaintiff worked for a total of six (6) pay periods during
15 the relevant PAGA period (September 29, 2019, through the date of settlement).

16 8. In accordance with the statute, 75% of such amount, or Three Hundred Seventy-Five
17 Dollars (\$375.00) shall be paid to the State of California, with the remaining 25%, or One Hundred
18 Twenty-Five Dollars (\$125.00), paid to "Alexis Ruiz Gonzalez" without deductions, mailed to
19 Plaintiff's attorney of record.

20 9. Defendant CALIFORNIA SUN GROWER SERVICES COMPANY, LLC shall not
21 make such payment unless and until the same is approved by the Court that maintains jurisdiction
22 over the pending PAGA Action.

23 10. Should the Joint Stipulation not be approved by the Court, Plaintiff agrees to prepare
24 and file any necessary motions for the Court's approval of the individual PAGA settlement.

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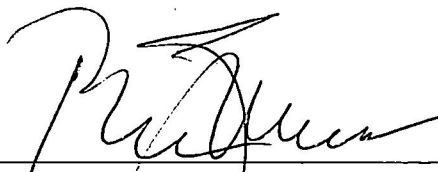
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1 11. Defendant CALIFORNIA SUN GROWER SERVICES COMPANY, LLC agrees to
2 make the PAGA payments within 10 days of receiving the Court's order approving the individual
3 PAGA settlement.

4
5 Date: JAN 25 2023

By: 

HON. BRIAN MCCABE
JUDGE OF THE SUPERIOR COURT