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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

MONICA MARTINEZ, an individual,

Plaintiff,

v.

RISA TECH, INC., a California Corporation;
TRACEY BOECKLEN, an individual; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2021-01190528-CU-WT-CJC

ASSIGNED FOR ALL PURPOSES TO:
JUDGE RANDALL J. SHERMAN, DEPT.
CX105

**~~SECOND AMENDED~~ [PROPOSED]
SETTLEMENT APPROVAL ORDER AND
JUDGMENT**

Complaint Filed: March 17, 2021
FAC Filed: April 14, 2021
Trial Date: October 30, 2023

1 This matter came before this Court on Plaintiff Monica Martinez’s (“Plaintiff”) motion for
2 approval of the Parties’ Stipulation of Settlement and Release (“Settlement” or “Settlement
3 Agreement”) involving claims for civil penalties pursuant to California’s Private Attorneys
4 General Act, California Labor Code § 2698 *et seq.* (“PAGA”). The Court, having considered the
5 Settlement, the papers filed in support of the motion, and the arguments of counsel, has
6 determined that the Settlement provides genuine and meaningful relief under PAGA and is fair,
7 adequate, and reasonable. Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES
8 AS FOLLOWS:

9 1. The Court has jurisdiction over the subject matter of the above-captioned Action
10 and over all Parties to the above-captioned Action.

11 2. This Order incorporates the Settlement Agreement, and the Amendment to PAGA
12 Settlement Agreement, agreed to between Plaintiff as proxy for the State of California and on
13 behalf of herself and PAGA Employees, on the one hand, and Defendants RISA Tech, Inc. and
14 Tracey Boecklen (“Defendants”), on their own behalf and on behalf of the Released Parties, on the
15 other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same
16 meaning as defined in the Settlement Agreement.

17 3. The Court hereby finds that Plaintiff notified the Labor and Workforce
18 Development Agency (“LWDA”) of the Settlement in accordance with the notice requirements of
19 California Labor Code section 2699(I). The Court has received no feedback from the LWDA
20 regarding the Settlement.

21 4. The Court finds that the Settlement has been reached as a result of serious and non-
22 collusive, arm’s-length negotiations. The Court has considered the nature of the claims, the
23 procedural history of this case, the amounts paid in settlement, and the allocation of settlement
24 proceeds among the LWDA and the PAGA Employees. The Court hereby finds the Settlement
25 involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine
26 and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate,
27 and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined
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1 in the Settlement Agreement.

2 5. Defendants will not be required to pay any additional amounts in connection with
3 the Settlement other than Defendant RISA Tech, Inc.'s payment of the Total Settlement Amount
4 specifically set forth in the Settlement Agreement and this Order.

5 6. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator. The
6 Court concludes that the Settlement Administration Costs in the amount of \$5,000.00, to be paid
7 as part of the PAGA Fund, are reasonable and necessary to administer the Settlement and shall be
8 paid from the \$25,000.00 PAGA Fund.

9 7. The remaining portion of the PAGA Fund, or \$20,000.00, shall be allocated as
10 follows: 75%, or \$15,000.00, will be paid to the LWDA, and the remaining 25%, or \$5,000.00,
11 will be paid to all PAGA Employees pursuant to the calculation set forth in the Settlement
12 Agreement for calculating Individual PAGA Payments.

13 8. Upon the Effective Date, the terms of the Settlement Agreement and this Order and
14 Judgment shall be binding on the Parties. Plaintiff and PAGA Employees shall be bound by the
15 releases set forth in the Settlement Agreement. Specifically:

16 a. Upon the Effective Date, Plaintiff will be deemed to have provided a Complete and
17 General Release to the Released Parties.

18 b. Upon the Effective Date, Plaintiff as proxy for the State of California, and on
19 behalf of all PAGA Employees, will be deemed to have provided the Released
20 Parties with the PAGA Release.

21 c. The releases provided under the settlement shall have *res judicata* effect on
22 Plaintiff, the State of California, and the PAGA Employees, as well as their heirs,
23 executors, administrators, successors, and assigns in all pending and future claims,
24 lawsuits, or other proceedings maintained by or on behalf of any such persons, to
25 the extent those claims, lawsuits, or other proceedings fall within the scope of
26 claims released as set forth in the Settlement Agreement.

27 9. Neither this Order and Judgment nor the Settlement Agreement (nor any other
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document referred to herein, nor any action taken to carry out this Order and Judgment) is, may be construed as, or may be used as, an admission or concession by Defendants or the Released Parties of the validity of any claim asserted by Plaintiff. The fact that Defendants entered into and took action to implement the Settlement shall not be considered as, or be deemed evidence of, an admission or concession of wrongdoing, fault or liability as alleged in the above-captioned Action. Moreover, the fact that Defendants entered into and/or took action to implement the Settlement shall not be offered or received in evidence in any action or proceeding against Defendants in any court, administrative agency, or other tribunal for any purpose whatsoever, except to enforce the provisions of this Order and Judgment and the Settlement Agreement; provided, however, that this Order and Judgment and the Settlement Agreement may be filed in any action against or by Defendants or the Released Parties to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

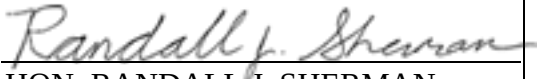
10. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Order and Judgment pursuant to California Code of Civil Procedure section 664.6.

11. Within ten (10) days after entry of this Order and Judgment, Plaintiff shall submit a copy of this Order and Judgment to the LWDA pursuant to California Labor Code section 2699(1)(3). Within seven (7) days following Plaintiff's submission of this Order and Judgment to the LWDA, Plaintiff's Counsel shall file a declaration confirming that Plaintiff has complied with California Labor Code section 2699(1)(3).

12. The Court hereby enters judgment for the entire above-captioned Action, ~~with prejudice~~, for the reasons set forth above and upon the terms set forth in the Settlement Agreement.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: **September 28, 2023**


HON. RANDALL J. SHERMAN
JUDGE OF THE SUPERIOR COURT