

FILED

KERN COUNTY SUPERIOR COURT
03/09/2022

BY Urena, Veronica
DEPUTY

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
Molly A. DeSario (SBN 230763)
Molly.DeSario@capstonelawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee @capstonelawyers.com
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiffs Jorge Desales and Nestor Gomez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

JORGE DESALES and NESTOR GOMEZ, as
aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA"), on behalf of
the State of California and other aggrieved
employees,

Plaintiffs,

vs.

WINN MANAGEMENT GROUP LLC, a
California limited liability company;
WINNCOMPANIES LLC, a Massachusetts
limited liability company;
WINNRESIDENTIAL CALIFORNIA, INC., a
California corporation; WINNRESIDENTIAL
CALIFORNIA, L.P., a California limited
partnership; and DOES 1 through 10, inclusive,

Defendants.

Case No. BCV-21-100708

J. Eric Bradshaw
Assigned to the Hon. ~~David R. Lampe~~

**~~PROPOSED~~ ORDER AND JUDGMENT
APPROVING THE PARTIES' PAGA
SETTLEMENT AGREEMENT**

**ORDER AND JUDGMENT APPROVING THE
PARTIES' PAGA SETTLEMENT AGREEMENT**

1. The Court has received and considered the Parties' Joint Stipulation for Court Approval of the Parties' PAGA Settlement Agreement. **GOOD CAUSE** having been shown, the Court hereby approves the PAGA Settlement Agreement ("Settlement").

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Settlement.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all Parties to the action, including all Aggrieved Employees, as that term is defined in the Settlement.

4. The Court hereby finds that the Settlement is, in all respects, fair, reasonable, adequate in view of PAGA's purpose and policies, and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement.

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

6. The settlement of civil penalties under PAGA in the amount of approximately \$358,420 is hereby approved. Seventy-Five Percent (75%), or approximately \$268,815, shall be paid to the California Labor and Workforce Development Agency. The remaining Twenty-Five Percent (25%), or approximately \$89,605, shall be paid to Aggrieved Employees.

7. The Court hereby awards \$200,000 in attorneys' fees and \$16,580 in costs to Plaintiffs' Counsel, Capstone Law APC.

8. The Court approves Service Awards of \$10,000, each, to Jorge Desales and Nestor Gomez.

9. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator.

10. This Judgment shall be binding on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims: Any and all

1 claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or
2 other provisions of law alleged or could have been alleged to have been violated in the Action with
3 respect to Aggrieved Employees based on the facts alleged in the Action during the Settlement Period.
4 *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative
5 action brought by an aggrieved employee under PAGA is binding not only on the named employee
6 plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to the
7 proceeding).

8 11. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
9 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
10 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.
11
12

13 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

14
15 Date 03/09/2022



Signed: 3/9/2022 04:22 PM

16 Hon. ~~David R. Lampe~~ J. Eric Bradshaw
17 Kern County Superior Court Judge
18
19
20
21
22
23
24
25
26
27
28