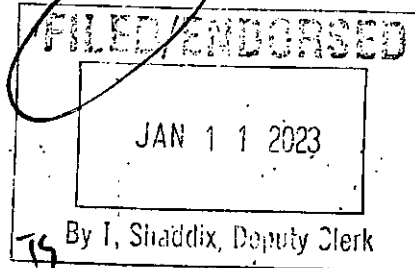


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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SACRAMENTO**

10 JESSICA GUTIERREZ, individually, and on
behalf of the State of California and Aggrieved
11 Employees, as a private attorney general;
JANET CADDEL, individually, and on behalf
12 of the State of California and Aggrieved
Employees, as a private attorney general,

13 Plaintiffs,

14 vs.

15 ELITE WORKSHOP, INC., a California
Corporation; HRS PROPERTY
16 MANAGEMENT, LLC, a California Limited
Liability Company; HOUSTON DURAND,
17 individually; ROB FLANIGAN, individually;
and DOES 1 through 10, inclusive,

18 Defendants.
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) Case No. 34-2021-00304582

) Assigned for All Purposes To:

) Judge: Hon. Jill H. Talley

) Dept: 25

) **PROPOSED ORDER GRANTING**
) **APPROVAL OF PAGA SETTLEMENT**
) **AND JUDGMENT**

) Reservation No.: 267329

) DATE: December 9, 2022

) TIME: 9:00 a.m.

) DEPT: 25

) Action Filed: July 23, 2021

**ORDER GRANTING APPROVAL OF PAGA
SETTLEMENT AND JUDGMENT**

1 Plaintiffs Jessica Gutierrez and Janet Caddel's unopposed Motion for Approval of PAGA
2 Settlement was heard by the Court on _____. The Court having reviewed the
3 Motion for Approval of PAGA Settlement, the Joint Stipulation RE PAGA Settlement
4 ("Agreement") attached as Exhibit "1"), the papers, the arguments of counsel, and all other
5 evidence and matters presented, and good cause appearing:

6 **IT IS HEREBY ORDERED** that the Motion for Approval of PAGA Settlement is
7 **GRANTED**, subject to the following findings and orders:

8 1. All terms used herein shall have the same meaning as defined in the Agreement
9 attached to this Order as Exhibit 1.

10 2. The Court hereby approves the settlement in the amount of \$230,000.00 pursuant to
11 the terms set forth in the Agreement for settlement of PAGA claims and finds in this respect that
12 the Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate
13 the PAGA settlement according to the terms set forth in the Agreement. The Court finds that the
14 Parties were able to reasonably evaluate their respective positions. The Court also finds that
15 settlement now will avoid potentially substantial litigation costs, as well as delay and risks if the
16 Parties were to continue to litigate the PAGA claims.

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

23 4. The Court hereby approves Simpluris Inc. as the Administrator for the settlement
24 and approves Administration Expenses in the amount of \$4,000.00 to be paid from the Maximum
25 Settlement Amount. The Court orders the Administrator to administer the settlement and mail the
26 PAGA Settlement Awards to the PAGA Members pursuant to the Agreement.

27 5. The Court finds that PAGA Counsel's request for attorneys' fees in the amount of
28 \$80,500.00, which is thirty-five percent of the Maximum Settlement Amount, is reasonable under

1 the common fund and lodestar methods. The Court awards PAGA Counsel \$80,500.00 in
2 attorneys' fees to be paid from the Maximum Settlement Amount.

3 6. The Court finds that PAGA Counsel has incurred costs and expenses in the amount
4 of \$15,886.20. Such costs and expenses were reasonably incurred in prosecuting the Action on
5 behalf of the PAGA Class. The Court awards PAGA Counsel \$15,886.20 in costs and expenses to
6 be paid from the Maximum Settlement Amount.

7 7. The Court approves enhancement awards to PAGA Representatives Jessica
8 Gutierrez and Janet Caddel in the amount of \$2,000.00 each to be paid from the Gross Settlement
9 Amount for their time and effort in prosecuting the Action.

10 8. The Court approves the Notice of PAGA Settlement in substantially the form
11 attached as Exhibit B to the settlement agreement.

12 9. The Court approves the LWDA Payment in the amount of \$94,210.35, which is 75%
13 of the Net Settlement Amount.

14 10. The Court approves the disbursement of funds per the terms of the Agreement as
15 approved and/or modified by this order. All settlement checks will remain valid for 180 days after
16 which the checks shall become null and void, the Administrator will send any uncashed amounts
17 to the California State Controller's Office's Unclaimed Property Division to be held as unclaimed
18 funds in the name(s) of the PAGA Member(s) who did not cash their checks.

19 11. The Court orders, adjudges and decrees that Plaintiffs, all PAGA Members, and the
20 State of California fully, finally, and forever release, relinquish, and discharge the Released Parties
21 from the Released Claims for the PAGA Period pursuant to the terms of the Agreement.

22 12. This Court shall retain jurisdiction pursuant Code of Civil Procedure section 664.6
23 to enforce the settlement until performance in full of the terms of the Agreement.

24 **IT IS SO ORDERED ADJUDGED AND DECREED.**

25 The Clerk of the Court is hereby ordered to enter this Judgment.

26 Dated: 11/11/23



27 Hon. M. H. Talley

28 Judge of the Superior Court

EXHIBIT B

<<First Name>> <<Last Name>>

<<Address 1>>

<<Address 2>>

Re: NOTICE OF COURT APPROVED SETTLEMENT

Dear <<First Name>> <<Last Name>>,

Enclosed is your settlement payment from the settlement of the lawsuit titled *Jessica Gutierrez and Janet Caddel v. Elite Workshop, Inc., et al.*, filed in the Superior Court of the State of California, County of Sacramento, Case No. 34-2021-00304582.

The lawsuit was filed against Elite Workshop Inc., HRS Property Management, LLC, Houston Durand, and Robert Flanigan ("Defendants") pursuant to the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq. (called "PAGA") and was brought on behalf of the State of California and all persons who worked for and/or with Elite Workshop Inc. and HRS Property Management, LLC in California as independent contractors, exempt employees, and/or non-exempt employees from March 17, 2020 through May 5, 2022 ("PAGA Members").

The lawsuit sought penalties under PAGA related to (1) unpaid minimum wages, (2) unpaid regular wages, (3) off-the-clock work, (4) unpaid overtime, (5) double time, (6) regular rate of pay, (7) meal periods and meal period premiums, (8) rest breaks and rest break premiums, (9) timely payment of wages during employment, (10) timely payment of wages at separation, (11) wage statements, (12) failure to keep records, (13) business expense reimbursement, (14) posting dates and location of pay, (15) payment of final pay at the proper location and time, (16) posting notice of and payment of paid sick leave, (17) posting notice of and providing workers' compensation information, (18) implementing and maintaining a written COVID-19 Prevention Program, (19) providing proper safety equipment in connection with COVID-19 Prevention Program, (20) implementing and maintaining an injury prevention programs, (21) requiring individuals sign independent contractor agreements, (22) willful misclassification as independent contractors, (22) failure to maintain records demonstrating hours worked and paid sick days accrued and used, and (23) failure to provide workers compensation coverage.

The Court has made no determination on the merits of the claims in the lawsuit. Defendants deny any liability and wrongdoing of any kind associated with the alleged claims. Defendants contend that they have complied at all times with California and Federal law and that their employees have been paid all wages owed. In order to avoid additional cost and the uncertainty of litigation, a settlement has been reached in the Lawsuit.

You have been identified as a person who worked for Defendants from March 17, 2020 through May 5, 2022 ("the PAGA Period"). Based on the number of pay periods you worked from March 17, 2020 through May 5, 2022, your individual share of the settlement is \$ _____. This amount is calculated based on the number of pay periods you worked for Defendants from March 17, 2020 through May 5, 2022, relative to the total number of pay periods other individuals worked for Defendants from March 17, 2020 through May 5, 2022.

You are receiving an IRS form 1099 for your individual share. The settlement check included with this letter is valid for 180 days. Checks not cashed within that time will be canceled and the funds will be sent to the California State Controller's Office's Unclaimed Property Division to be held as unclaimed funds.

As of << DATE OF COURT APPROVAL >>, the date of the Court's order approving the settlement, you are barred from ever suing Defendants and the Released Parties with respect to the Released Claims during the PAGA Period whether or not you cash your individual share settlement check.

The Released Parties are (i) Elite Workshop, Inc., HRS Property Management, LLC, Houston Durand, and Robert Flanigan ("Defendants"); (ii) each of Defendants' past, present, and future direct and indirect parents;

(iii) the respective past, present, and future direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

The Released Claims are all claims for civil penalties under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law that were alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative complaints in the Action and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA related to (1) unpaid minimum wages, (2) unpaid regular wages, (3) off-the-clock work, (4) unpaid overtime, (5) double time, (6) regular rate of pay, (7) meal periods and meal period premiums, (8) rest breaks and rest break premiums, (9) timely payment of wages during employment, (10) timely payment of wages at separation, (11) wage statements, (12) failure to keep records, (13) business expense reimbursement, (14) posting dates and location of pay, (15) payment of final pay at the proper location and time, (16) posting notice of and payment of paid sick leave, (17) posting notice of and providing workers' compensation information, (18) implementing and maintaining a written COVID-19 Prevention Program, (19) providing proper safety equipment in connection with COVID-19 Prevention Program, (20) implementing and maintaining an injury prevention programs, (21) requiring individuals sign independent contractor agreements, (22) willful misclassification as independent contractors, (22) failure to maintain records demonstrating hours worked and paid sick days accrued and used, (23) failure to provide workers compensation coverage, and any other Labor Code violations that were alleged in the Actions, or that could have been alleged in the Actions based on the facts alleged in the Actions, which includes, but is not limited to, alleged violations of Labor Code sections 98.6, 200, 201, 202, 203, 204, 207, 208, 210, 218, 218.5, 218.6, 219, 226, 226.3, 226.7, 226.8, 232.5, 246, 247.5, 248.5, 432.5, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197.1, 1198, 1198.5, 1199, 2750.3, 2750.5, 2800, 2802, 2870, 2871, 2872, 3550, 3551, 3700, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, Business and Professions Code section 16600, California Industrial Commission Wage Orders, and California Code of Regulations section 3205 (collectively "Released Claims") for the period of March 17, 2020 through May 5, 2022.

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the Court's order and/or settlement, you should consult the "Order Granting Approval of PAGA Settlement and Judgment" which can be accessed at the following website << Administrator URL >>.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THIS PROCEEDING. PLEASE DO NOT CONTACT THE COURT REGARDING THIS CASE.