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on behalf of all other Aggrieved Employees

12 **SUPERIOR COURT OF CALIFORNIA**
13 **COUNTY OF PLACER**

14 RANDY HUBBARD, individually and
on behalf of all other Aggrieved Employees,

15 Plaintiff,

16 v.

17 MATSON-SERVICES LLC, a California Limited
18 Liability Company,
19 ERIC MATSON,
20 PEGGY MATSON, and
DOES 1 through 50, inclusive,

21 Defendants.
22
23

Case No. S-CV-0048853

**~~PROPOSED~~ ORDER APPROVING PAGA
SETTLEMENT; JUDGMENT**

Complaint Filed: August 1, 2022

Motion Hearing Date: June 25, 2024
Motion Hearing Time: 8:30 a.m.
Motion Hearing Dept.: 42

24 Pursuant to Plaintiff's Motion for Approval of PAGA Settlement and all submissions in support
25 thereof and good cause appearing:

26 **IT IS HEREBY ORDERED** that the Motion is **GRANTED**, subject to the following findings
27 and orders:

28 1. The Court hereby approves the terms set forth in the PAGA Settlement for settlement of

Filed - 06/28/2024

Electronically filed by Superior Court of California
County of Placer on 06/28/2024
Jake Chatters, Clerk of the Court
By A. Nichols Deputy Clerk

PAGA claims under Cal. Lab. Code section 2699(a)(2), finds the PAGA Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the PAGA settlement according to the terms set forth in the PAGA Settlement. The Court finds that the Parties were able to reasonably evaluate their respective positions. The Court also finds that settlement now will avoid potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the PAGA claims.

2. Defendants Matson-Services LLC, a California Limited Liability Company, Eric Matson, and Peggy Matson (collectively, “Defendants”) shall jointly and severally pay the gross non-reversionary common fund of Forty-Five Thousand Dollars and No Cents (\$45,000.00), with the following terms:

a. Twenty-Two Thousand Six Hundred Thirty-One Dollars and Fifty Cents (\$22,631.50) of the common settlement fund is allocated for payment to the State of California Labor and Workforce Development Agency (LWDA) and to the Aggrieved Employees (i.e., all eight (8) current and former non-exempt workers in California who were employed by Defendants at any time from May 26, 2021, to present (the “PAGA Payment”);

b. Seventy-Five Percent (75%) of the PAGA Payment (\$16,973.63) shall be paid directly to the California Department of Industrial Relations (DIR) Accounting Unit and Twenty-Five Percent (25%) of the PAGA Payment (\$5,657.88) shall be distributed to approximately eight (8) Aggrieved Employees, including Plaintiff, in a pro rata share based on the number of pay periods worked for Defendants from May 26, 2021, though the date of approval of this settlement¹ (i.e., the date of the PAGA Settlement);

c. The non-reversionary common fund will also include: (i) Fifteen Thousand Dollars and No Cents (\$15,000.00) allocated to Plaintiff’s counsel for attorneys’ fees, and One Thousand Eight Hundred Sixty-Eight Dollars and Fifty Cents (\$1,868.50) is allocated to Plaintiff’s counsel as reimbursement for advanced litigation costs; ii) administrative costs to the settlement administrator estimated not to exceed One Thousand Dollars and No Cents (\$1,000.00); and (iii) a proposed enhancement payment for Plaintiff of Four Thousand Five-Hundred Dollars and No Cents (\$4,500.00).

d. Defendants shall fully fund the gross non-reversionary common fund by

¹ VIP stopped operating its business in September 2020, and issued final paychecks to its employees in October 2020.

transmitting the funds to the Administrator no later than the following schedule: a. \$15,000.00 within five (5) days after this judgment is final; b. \$15,000.00 within thirty (30) days after this judgment is final; and c. \$15,000.00 within sixty (60) days after this judgment is final.

3. Pursuant to the California Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency (“LWDA”) has been given notice of the Settlement. On the date Plaintiff filed the motion seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a Notice of Settlement enclosing a copy of the Settlement. Plaintiff’s Notice of Settlement to the LWDA complied with the requirements of PAGA.

4. The Court confirms approval of the Settlement as to the following group of individuals, collectively referred to as the “Aggrieved Employees”: all current and former non-exempt employees of Defendants in California who were employed by Defendants at any time from May 26, 2021, to present.

5. The Notice of PAGA Settlement and Release of Claims, attached hereto, fairly and adequately describes the Action, the approved Settlement, and is the best notice practicable under the circumstances.

6. The Court approves the following release of claims:

Plaintiff’s Release. Plaintiff releases and forever discharges Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them. This release shall be binding upon, and inure to the benefit of, the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all Releasees, and to their heirs, representatives, executors, administrators, successors, and assignees.

Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend

to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

Release by Aggrieved Employees: Conditioned upon Defendant MATSON-SERVICES LLC fully and timely funding the entire Gross Settlement Amount, all Aggrieved Employees are deemed to release and forever discharge the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. This release shall be binding upon the Aggrieved Employees and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all Released Parties, and to their heirs, representatives, executors, administrators, successors, and assignees.

Release by PAGA Counsel: Conditioned upon Defendant MATSON-SERVICES LLC fully and timely funding the entire Gross Settlement Amount, PAGA Counsel release and forever discharge the Released Parties from all claims for attorney's fees and litigation expenses incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. This release shall be binding upon PAGA Counsel and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all Released Parties, and to their heirs, representatives, executors, administrators, successors, and assignees.

The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 986, the ability of Plaintiff, the State of California or any PAGA Claim Employee to bring a PAGA claim on behalf of the LWDA based on the Released Claims is completely and forever foreclosed.

7. The Gross Settlement Amount, Net Settlement Amount, and the methodology used to calculate each PAGA Claim Employee Settlement Award, in accordance with the Settlement is approved under Cal. Lab. Code § 2699(1)(2).

8. The Court authorizes the Settlement Administrator to calculate and pay the PAGA Claim Employee Settlement Awards, in accordance with the terms of the Settlement.

9. The Court retains exclusive and continuing jurisdiction over this Action for the purposes

1 of supervising, administering, implementing, interpreting, and enforcing this Order, as well as the
2 Settlement.

3 10. Nothing in this Judgment or the Settlement shall be construed as an admission or
4 concession by any party. The Settlement and this resulting Judgment simply represent a compromise of
5 disputed allegations.

6 **JUDGMENT**

7 1. In accordance with and for the reasons stated in the Order, Judgment is hereby entered
8 consistent with the terms of this Order.

9 2. This Judgment is intended to be a final disposition of and dismissal of the Action in its
10 entirety, with prejudice.

11 **IT IS SO ORDERED.**

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13 Dated: 06/28/2024



14 /s/ Hon. Trisha Hirashima
15 Judge of the Superior Court
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