

**BLUMENTHAL NORDREHAUG BHOWMIK
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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

JACQUELINE ALVAREZ, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

GOLDEN STATE WATER
COMPANY, a California corporation;
and Does 1 through 50, inclusive,

Defendants.

Case No.: 22PSCV00242

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: May 21, 2024

Hearing Time: 8:30 a.m.

Reservation ID: 389553526197

Judge: Hon. Lynette Gridiron Winston

Dept.: 6

Action Filed: March 15, 2022

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on June 3, 2024, the Court entered the Order and
3 Judgment Approving PAGA Settlement in the above-entitled action. A true and correct copy of the
4 Order and Judgment Approving PAGA Settlement is attached hereto as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: June 7, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
10 Attorneys for Plaintiffs
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On June 7, 2024, I served the document(s) described as:

NOTICE OF ENTRY OF ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT

X **(BY ELECTRONIC SERVICE):** I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

Kevin Sullivan, Esq.
EPSTEIN BECKER GREEN
1925 Centry Park East, Suite 500
Los Angeles, CA 90067
T: 310-556-8861
Email: Ksullivan@ebglaw.com
cc: BCScott@ebglaw.com
Attorneys for Defendant
Golden State Water Company

X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X **(State):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 7, 2024 at San Diego, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug

EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

06/03/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Aragon Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

GOLDEN STATE WATER
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and Does 1 through 50, inclusive,

Defendants.

Case No.: 22PSCV00242

**~~REVISED PROPOSED~~ ORDER AND
JUDGMENT APPROVING PAGA
SETTLEMENT**

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ORDER AND JUDGMENT

Plaintiff Jacqueline Alvarez (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code § 2699(l), against Defendant Golden State Water Company (“Defendant”).

Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency.

The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$600,000, which includes the PAGA Payment, the Administration Expenses Payment in the amount of \$6,207.90 for ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the amount of \$200,000 (one-third of the Gross Settlement Amount), a Service Award in the amount of \$5,000, and PAGA Counsel Litigation Expenses Payment in the amount of \$11,508.12. The PAGA Payment of \$377,283.98, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, the Service Award and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of the payment will be paid to the LWDA (no less than \$282,962.98) and 25% will be paid to the PAGA Members (no less than \$94,321).

The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiff’s motion and approves the

1 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
2 allocated and paid out as set forth in the Settlement Agreement.

3 The “PAGA Members” are defined as all individuals who are or previously were employed
4 by Defendant in California and classified as a non-exempt employee at any time during the PAGA
5 Period. The PAGA Period is the period from January 9, 2021 through November 3, 2023.

6 Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount,
7 Defendant and the Released Parties (as defined in the PAGA Settlement Agreement) shall be entitled
8 to a release of the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA
9 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
10 Operative Complaint and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred
11 during the PAGA Period. The Released PAGA Claims does not include all other claims, including
12 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
13 unemployment insurance, disability, social security, workers’ compensation, California class claims,
14 and PAGA claims outside of the PAGA period. In no event shall the release of the Released PAGA
15 Claims release any individual non-PAGA claims of any individuals.

16 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
17 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
18 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
19 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any
20 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
21 this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as
22 to Plaintiff, the PAGA Members, or any other person, and Defendant specifically disclaims any such
23 liability or wrongdoing.

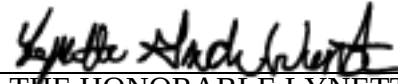
24 This claim asserted under PAGA in this action is dismissed with prejudice. After entry of
25 this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain
26 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
27 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
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1 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
2 the distribution of settlement benefits.

3 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
4 **ENTERED ACCORDINGLY.**

5
6 DATED: 06/03/2024





THE HONORABLE LYNETTE GRIDIRON WINSTON
JUDGE OF THE SUPERIOR COURT

Lynette Gridiron Winston / Judge