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**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

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

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 **ORDER AND JUDGMENT**

2 Plaintiff Jacqueline Alvarez (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
3 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
4 California Labor Code § 2699(1), against Defendant Golden State Water Company (“Defendant”).

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

12 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA
13 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
14 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
15 \$600,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed
16 \$7,000) for ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the
17 amount of \$200,000 (one-third of the Gross Settlement Amount), a Service Award in the amount of
18 \$5,000, and PAGA Counsel Litigation Expenses Payment in the amount of \$11,508.12. The PAGA
19 Payment, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of
20 the Administration Expenses Payment, the Service Award and PAGA Counsel Fees Payment and
21 PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor Code 2699 penalties,
22 including other civil penalties specified in the Labor Code, of which 75% of the payment will be
23 paid to the LWDA (no less than \$281,250) and 25% will be paid to the PAGA Members (no less
24 than \$93,750).

25 The Court, having reviewed the evidence and papers submitted and argument of counsel,
26 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff’s motion and approves the
27 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
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1 allocated and paid out as set forth in the Settlement Agreement.

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

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

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

23 This claim asserted under PAGA in this action is dismissed with prejudice. After entry of
24 this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain
25 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
26 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.**

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6 DATED: _____

7 THE HONORABLE LYNETTE GRIDIRON WINSTON
8 JUDGE OF THE SUPERIOR COURT
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