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Attorneys for Plaintiff
PRISCILLA GONZALEZ.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
FOR THE COUNTY OF TULARE**

PRISCILLA GONZALEZ, an individual,
Plaintiff,

v.

VENTURA COSTAL LLC, A Delaware
limited liability company; TANYA
ANTOLIN, an individual; and DOES 1
through 20 inclusive,

Defendants.

Case No.: VCU293011

Assigned to the Hon. Bret D. Hillman, Dept. 7

**PLAINTIFF PRISCILLA GONZALEZ'S
AMENDED NOTICE OF MOTION AND
MOTION TO APPROVE PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF
LILIUOKALANI H. MARTIN; [PROPOSED]
ORDER**

**Date: ~~March 12, 2024~~ Continued to April 09, 2024
Time: 8:30 am
Department: 2**

Action filed: August 19, 2022
Trial Date: None Set.

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that, on April 09, 2024, at 8:30 am., or as soon thereafter as this
matter may be heard in Department 02 of the above-entitled court, located at 221, S. Mooney Blvd.,
Room 201, Tulare, CA 93291, Plaintiff PRISCILLA GONZALEZ will and hereby does move for an
order approving the PAGA Settlement reached in this case.

1 This motion will be, and hereby is, made pursuant to Labor Code section 2699(1)(2), on the
2 grounds that, effective June 27, 2016, all PAGA settlements must be reviewed and approved by the
3 Court, the parties' PAGA settlement of this case is contingent upon on this Court's approval, and on the
4 further grounds that Defendant does not oppose the relief requested.

5 The motion shall be based on this notice, the memorandum of points and authorities, declaration
6 of Liliuokalani H. Martin, and exhibits filed concurrently herewith, on all records on file in this case,
7 and on such other evidence as may properly come before the Court at or before the time of the hearing
8 of this motion.

9
10 DATED: March 25, 2024

**DOWNTOWN LA LAW GROUP
A LIMITED LIABILITY PARTNERSHIP**

11
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13 By:

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16 Daniel Azizi, Esq.
17 Liliuokalani H. Martin, Esq.
18 Attorneys for Plaintiff
19 PRISCILLA GONZALEZ
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION AND STATEMENT OF FACTS**

3 Plaintiff PRISCILLA GONZALEZ (hereinafter “Plaintiff”) brought this action asserting
4 violations of the Labor Code, including failure to pay wages, failure to pay overtime, failure provide rest
5 periods, failure to provide itemized wage and hour statements, and for waiting time penalties as well as
6 violation of unfair competition under California Bus. & Prof. Code §17200, and a cause of action under
7 the Private Attorneys General Act (“PAGA”), against her former employer, Defendant VENTURA
8 COASTAL LLC, a Delaware Limited Liability Company; and TANYA ANTOLIN, an individual,
9 (collectively “Defendants”) on August 19, 2022. Plaintiff also alleged claims for discrimination,
10 harassment, retaliation, failure to prevent discrimination, harassment, and retaliation, failure to
11 accommodate, failure to engage in good faith interactive process in violation of §§12940, as well as
12 retaliation in violation of Labor Code section 98.6 and 1102.5 and 1102.6, and wrongful termination in
13 violation of public policy.

14 Specifically, Plaintiff alleged that the team she worked on was so overworked that they were not
15 permitted to take rest breaks and was not paid overtime premiums for all worked because she did not
16 receive the required rest day pursuant to Labor Code section 554. Defendants deny all of Plaintiff’s
17 allegations but contend that any issue with breaks – if any – were limited to the four other employees on
18 Plaintiff’s team and that on average Plaintiff received more than 4 days off a month in compliance with
19 Labor Code section 554.

20 On or about February 16, 2023, Defendants filed their Answer to the complaint. Between
21 February 16, 2023, and November 10, 2023, Plaintiff and Defendants (collectively the “Parties”)
22 litigated this case, which included engaging in informal discovery and settlement negotiations, and
23 which further included mediation with highly respected employment mediator, Henry Bonjiovi, on
24 November 6, 2023.

25 On November 16, 2023, the Parties reached a settlement in this action, which includes attorneys’
26 fees and costs, in full and final settlement of all claims in this action. The Parties entered a Settlement
27 Agreement and Release (“Settlement Agreement”). As part of the Settlement Agreement, Defendant
28 agreed to pay a total settlement amount of \$147,860.00 as a final resolution of all of Plaintiff’s PAGA

1 claims including administration costs, attorney's fees and costs, and \$5,000.00 enhancement award to
2 Plaintiff for bringing the PAGA claim. 45%, or \$66,537, of the total settlement amount will be paid to
3 Plaintiff's counsel for attorney's fees. Costs incurred in litigating the PAGA claim, including settlement
4 administrator costs, will not exceed \$15,000. The Parties agreed to allocate to the resolution of
5 Plaintiff's PAGA claim as brought forth in this action, with Seventy-Five Percent (75%), or \$45,992.25,
6 allocated for PAGA paid directly to the California Labor and Workforce Development Agency
7 ("LWDA"), and Twenty-Five Percent (25%), or \$15,330.75, paid to the other 245 "aggrieved
8 employees." The PAGA settlement is contingent upon this Court's approval of the PAGA settlement
9 portion.

10 In the Settlement Agreement, the parties agreed that "Aggrieved Employees" means all current
11 and former nonexempt hourly employees who worked in California employed by Ventura Coastal LLC,
12 including Plaintiff, during the period from June 15, 2021, through the date of entry of a Court order
13 granting approval of this settlement.

14 Pursuant to the Labor Code section 2699(l)(2), the proposed settlement shall be submitted to the
15 LWDA while it is submitted to the Court, and the LWDA is being served with this motion.

16 Plaintiff now brings this motion for the approval of the PAGA aspect. For the reasons set forth
17 below, the settlement amount allocated to the PAGA penalties is fair and reasonable, and Plaintiff
18 respectfully requests that this Court grant this motion.

19 II. LEGAL ANALYSIS

20 A. The Court Should Approve The Settlement of the PAGA Portion Of This 21 Case Because The Amount Allocated to PAGA Is Reasonable

22 A settlement reached between the parties on a PAGA claim is subject to court review and
23 approval. Cal. Lab. Code § 2699(1). However, the PAGA does not set forth the factors that should be
24 considered when determining whether to approve a settlement other than the amount paid to settle a
25 claim for PAGA penalties should be allocated as twenty-five percent (25%) payable to the aggrieved
26 employees on whose behalf penalties were recovered, and seventy-five percent (75%) payable to the
27 LWDA. Lab. Code § 2699(i).
28

1 As explained by the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969,
2 the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore do
3 not need to follow the class action procedures for obtaining an approval of the settlement. *Arias v.*
4 *Superior Court*, 46 Cal.4th at 984. The settlement of Plaintiff's PAGA claim should be approved
5 because it is fair, adequate and reasonable. *See, Kirkorian v. Borelli*, (1988, N.D. Cal) 695 F. Supp. 446,
6 451(opinion of experienced counsel is entitled to considerable weight).

7 This allocation for PAGA penalties payable to the LWDA is a fair and reasonable compromise
8 of the PAGA penalties. Defendants continue to maintain that Plaintiff's claims lack merit. They deny
9 Plaintiff's overtime, wait-time and rest break violations as Plaintiff alleged. Thus, they argue, because
10 Plaintiff is not aggrieved by any of the specific Labor Code violations alleged in the PAGA claim, she
11 does not have standing to maintain the PAGA action. Defendants could try to argue that the only
12 evidence of wrongdoing is Plaintiff's highly individualized and anecdotal evidence that no one informed
13 her about rest breaks or asked her to take rest breaks and may argue that it is not sufficient to maintain a
14 PAGA claim. Further, Defendants may also argue that Plaintiff was never required nor authorized to
15 work overtime and that is not a maintainable PAGA claim. Defendants argue that she was properly paid
16 overtime and that she received the required amount of rest days pursuant to the Labor Code.
17 Furthermore, Defendants maintain that not all employees of Defendant Ventura Coastal were prevented
18 from taking statutory rest breaks and any alleged violations are limited to four individuals on Plaintiff's
19 team. Plaintiff's counsel considered that even if Plaintiff prevailed on the merits of her PAGA claim,
20 Defendants could argue that the Court should exercise its discretion, under Labor Code section 2699(e),
21 to reduce the amount of civil penalties assessed. Plaintiff's counsel considered that Defendants could
22 pervasively argue that any PAGA penalties assessed should be reduced because: (1) Defendants did not
23 act knowingly or intentionally; (2) any errors in payment were not intentionally done as a result of
24 oversight or mistake; (3) until this lawsuit was filed, no employees had complained; (4) none of
25 Defendants' employees suffered any harm from or actual damage as a result of the conduct that forms
26 the basis for Plaintiff's allegations.

27 Counsel for each party also considered the fact that the existence of numerous disputes of fact in
28 this case made summary judgment unlikely for all parties. As such, resolving the instant PAGA claim

1 would require extensive litigation. In the estimation of each party's counsel, the delay, inconvenience,
2 distraction, and uncertainty imposed by these litigation demands would far outweigh the potential benefits
3 of additional litigation. Specifically, Plaintiff would have needed to take the depositions of each of the
4 potential 245 employees who worked for Defendant herein during the relevant time period, as well as the
5 depositions of the various managers and supervisors at the locations where the "aggrieved employees"
6 worked.

7 While Plaintiff's counsel disagrees that Defendants' arguments are legally correct or persuasive,
8 counsel had to consider the foregoing facts and arguments and how they might impact any judgment
9 ultimately awarded if the Court were persuaded by them. In light of these arguments and the potential
10 risks, Plaintiff's counsel determined that the settlement was fair and reasonable. The amount of the
11 PAGA settlement is sufficient to serve the policy rationale underlying the PAGA. Indeed, the settlement
12 amount is comparable (if not more generous than) PAGA settlements involving much larger class
13 claims. For example, in *Schiller v. David's Bridal, Inc.*, 1:10-cv-00616-AWI-SKO, 2012 U.S. Dist.
14 LEXIS 80776 (E.D. Cal. June 11, 2012), the Court approved a \$10,000 PAGA settlement in a case
15 involving 3,327 class members. Similarly, in *Chu v. Wells Fargo Investments, LLC*, No. C-05-4526
16 MHP, 2011 U.S. Dist. LEXIS 15821 (N.D. Cal. Feb. 16, 2011), the Court approved a \$10,000 PAGA
17 settlement in a case involving 2,752 class members. As such, because the instant settlement allocates
18 \$147,860.00 for Plaintiff's PAGA claim, the amount of the settlement is very reasonable.

19 Moreover, a trial court does not abuse its discretion by approving a settlement of a case
20 involving PAGA claims even when the settlement allocates zero of the settlement recovery to the PAGA
21 claims. *Nordstrom Com'n Cases* (2010) 186 Cal.App.4th 576, 589 [in class action case that included
22 PAGA claims, trial court did not abuse its discretion approving a settlement which does not allocate any
23 damages to the PAGA claims]. In *Nordstrom*, the case settled for millions of dollars without any
24 consideration to be paid for the PAGA claims alleged in the complaint. *Id.* at 580. Regardless, the
25 appellate court held that the trial court did not abuse its discretion in approving the settlement. *Id.* at 589.

26 Pursuant to the Settlement Agreement, and based upon the gross settlement amount, the Parties
27 determined and agreed that was properly allocated to potential individual PAGA penalties, distributed to
28 the LWDA and aggrieved employees, as required by the statute. The allocation is much greater than the

1 PAGA allocation in other PAGA settlements. See, e.g., *Franco v. Ruiz Food Products, Inc.*, (E.D. Cal.
2 2012) 2012 WL 591801 [approving PAGA allocation of \$10,000 against a settlement fund of \$2.5
3 million (.4 percent)]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. 2012) 2012 WL 5364575 [approving
4 PAGA allocation of \$10,000 against a settlement fund of \$3.7 million (.3 percent)]; *Garibaldi v. Bank of*
5 *America, N.A.* (N.D. Cal. August 8, 2015) Case No. 13-cv-02223 (Dkt. 108) [approving PAGA
6 allocation of \$30,000 against a settlement fund of 9.5 million (.3 percent)]; *Chu v. Wells Fargo*
7 *Investments, LLC* (N.D. Cal. 2011) 2011 WL 672645 [approving PAGA allocation of \$10,000 against a
8 settlement fund of 6.9 million (.1 percent)].

9 Hence, because the PAGA allocation in this case is similar to those regularly approved by the
10 Courts, it has a reasonable basis in law.

11 **B. The Court Should Approve the Settlement of the PAGA Portion Of This**
12 **Case Because The Rights Of Other Aggrieved Employees Are Not Prejudiced**

13 PAGA permits an aggrieved employee to sue an employer for civil penalties associated with the
14 employer’s alleged violation of various California Labor Code provisions. Lab. Code §2699(a).
15 Notably, an employee who complies with the PAGA pre-filing requirements *may* also seek penalties on
16 behalf of other aggrieved employees, but is not obligated to, and may instead seek the penalties on the
17 employee’s sole behalf. Lab. Code §2699(g)(1) [“an aggrieved employee *may* recover the civil penalty
18 ... in a civil action... on behalf of himself or herself and other current or former employees against
19 whom one or more of the alleged violations was committed”]; see *Howard Jarvis Taxpayers Assn. v.*
20 *City of San Diego* (2004) 120 Cal.App.4th 374, 386 [“the word ‘may’ is also used in the state
21 Constitution to indicate the existence of a right, but not an obligation”]; *Compton College Federation of*
22 *Teachers v. Compton Community College Dist.* (1982) 132 Cal.App.3d 704, 711 [“The ordinary
23 meaning of ‘shall’ or ‘must’ is of mandatory effect, while the ordinary meaning of ‘may’ is purely
24 permissive in character”].

25 In that manner, a plaintiff seeking approval of a PAGA settlement is similar to a plaintiff seeking
26 approval of a class action settlement, where the plaintiff who initially brought the action in a
27 representative capacity is permitted, at any time prior to certification, to decline to continue acting in a
28 representative capacity, and may settle his or her own claims. See Cal. Rules of Court, Rule 3.770(a).

1 In such a case, the court may permit dismissal of class allegations without notice to any class members
2 (who have not even been provided notice of the proceeding), upon determining that their rights will not
3 be prejudiced. Cal. Rules of Court, Rule 3.770(c). *See, e.g., Pirjada v. Superior Court* (2011) 201
4 Cal.App.4th 1074, 1086 [in class action plaintiff settled individual claims with employer, dismissal
5 permitted without notice to putative class members or discovery as to their identities was not abuse of
6 discretion].

7 Here, this Court may determine that the rights of other aggrieved employees will not be
8 prejudiced. Unlike class actions where the class plaintiff prosecutes the action on behalf of the putative
9 class members, Plaintiff here did *not* prosecute the action on behalf of the similarly-aggrieved
10 employees. In PAGA claims, the plaintiff employee prosecutes on behalf of the Labor Commission; the
11 similarly-aggrieved employees have no private right of action in those penalties and no entitlement to
12 them. *Rope v. Auto-Chlor System of Washington, Inc.* (2013) 220 Cal.App.4th 635, 650¹ [“In PAGA,
13 the Legislature created an enforcement mechanism for aggrieved employees to file representative
14 actions to recover penalties in cases in which there is no private cause of action as an alternative to
15 enforcement by the Labor Commissioner”]; *Arias*, 46 Cal.4th at 980–987 [PAGA suit is a representative
16 action and need not be brought as a class action]. Approval of the settlement in this case will not
17 prejudice the rights of any others.

18 **C. The PAGA Settlement Furthers the Purposes Of The PAGA**

19 Finally, the Court should not place undue emphasis on *the amount* of the PAGA allocation. The
20 statute does not require this focus and, as amended in July 2016, the statute expressly contemplates the
21 possibility of approval with no penalty payments. Instead, this Court should focus on whether the
22 settlement furthers the purpose of the PAGA. If so, the PAGA allocation should be approved.

23 The LWDA has the discretion not to assess penalties in favor of other enforcement priorities.
24 *Scharwartz v. Poizner* (2010) 187 Cal.App.4th 592, 615 [an agency’s decision not to prosecute or
25 enforce, whether through civil or criminal process, is a decision generally committed to the agency’s
26 absolute discretion”]. The PAGA statute grants this Court the same discretion. See Lab. Code
27 § 2699(e)(2).

28 _____
¹ Superseded by statute on unrelated ground.

Moreover, some of the top enforcement priorities of the LWDA are “to vigorously enforce minimum labor standards in order to ensure employees are not required or permitted to work under substandard unlawful conditions...” and “to protect employers who comply with the law from those who attempt to gain a competitive advantage at the expense of their works by failing to comply with minimum labor standards.” Lab. Code § 90.5(a). The priorities include ensuring that labor code violations are paid and that unlawful pay practices stop. See Lab. Code §§ 1193.5 and 1194.5 [referenced in the enforcement priorities set forth in Labor Code §90.5(b)].

Here, the Settlement furthers the LWDA’s enforcement of these priorities. Plaintiff, while standing in the shoes of the LWDA, has obtained rest break violations and injunctive relief as to Defendant’s employment practices as to her, which further incentivizes Defendant to comply with the Labor Code moving forward. Hence, the Settlement contributes to the enforcement of the Labor Code and should therefore be approved under PAGA.

III. CONCLUSION

In conclusion, the PAGA allocation is reasonable and more importantly furthers PAGA’s purpose. Based on the foregoing, Plaintiff respectfully requests that the Court approve the settlement of the PAGA claims:

That out of a total settlement amount of \$147,860.00 as a final resolution of all of Plaintiff’s claims:

\$5,000.00 of the total settlement amount will be paid to Plaintiff as an enhancement for bringing the claim.

\$66,537 of the total settlement amount will be paid to Plaintiff’s counsel for attorney’s fees incurred in litigating the PAGA claim.

\$15,000 of the total settlement amount will be allocated to costs and settlement administration costs.

\$61,323.00 of the total settlement amount will be allocated to Plaintiff’s PAGA claim with Seventy-Five Percent (75%), or \$45,992.25, paid directly to the California Labor and Workforce Development Agency (“LWDA”), and Twenty-Five Percent (25%), or \$15,330.75, paid to the other “aggrieved employees”.

1 “Aggrieved Employees” means all current and former non-exempt hourly employees in
2 California identified by Ventura Coastal, LLC, in California, including Plaintiff, during the time period
3 from June 15, 2021 through the date of entry of a Court order granting approval of this settlement.
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6 DATED: March 25, 2024

DOWNTOWN LA LAW GROUP
A LIMITED LIABILITY PARTNERSHIP

7
8 By:

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10 

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12 Daniel Azizi, Esq.
13 Liliuokalani H. Martin, Esq.
14 Attorneys for Plaintiff
15 PRISCILLA GONZALEZ
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1 attorneys' fees and costs, in full and final settlement of all claims in this action. The Parties entered a
2 Settlement Agreement and Release ("Settlement Agreement"). As part of the Settlement Agreement,
3 Defendant agreed to pay a total settlement amount of \$147,860.00 as a final resolution of all of
4 Plaintiff's PAGA claims including administration costs, attorney's fees and costs, and \$5,000.00
5 enhancement award to Plaintiff for bringing the PAGA claim. 45%, or \$66,537.00, of the total
6 settlement amount will be paid to Plaintiff's counsel for attorney's fees. Costs incurred in litigating the
7 PAGA claim, including settlement administrator costs, will not exceed \$15,000. Attached hereto as
8 Exhibit A is a true and correct copy of the Settlement Agreement and Release of PAGA claims.

9 6. The Parties agreed to allocate to the resolution of Plaintiff's PAGA claim as brought
10 forth in this action, with Seventy-Five Percent (75%), or \$45,992.25 allocated for PAGA paid directly
11 to the California Labor and Workforce Development Agency ("LWDA"), and Twenty-Five Percent
12 (25%), or \$15,330.75, paid to the other 245 "aggrieved employees". The PAGA settlement is
13 contingent upon this Court's approval of the PAGA settlement portion.

14 7. In the Settlement Agreement the parties agreed that "Aggrieved Employees" means
15 all current and former nonexempt hourly employees working in California identified by Ventura
16 Coastal LLC, including Plaintiff, during the period from June 15, 2021 through the date of entry of a
17 Court order granting approval of this settlement.

18 8. The proposed settlement shall be submitted to the Labor and Workforce Development
19 Agency ("LWDA") while it is submitted to the Court, and the LWDA is being served with this motion.
20 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
21 correct. Executed on March 25, 2024, at Los Angeles, California.

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26 Liliuokalani H. Martin
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EXHIBIT A

DANIEL AZIZI, ESQ. (SBN 268995)
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Attorneys for Defendants
 VENTURA COASTAL LLC and TANYA ANTOLIN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

PRISCILLA GONZALEZ , as an aggrieved
 employee pursuant to the Private Attorneys
 General Act (PAGA),

Plaintiff,

vs.

VENTURA COASTAL LLC, a Delaware
 limited liability company; TANYA
 ANTOLIN, an individual; and DOES 1
 through 20, inclusive e,

Defendants.

) CASE NO. VCU293011

)
) Assigned for All Purposes to:
) Hon. Bret D. Hillman

) **SETTLEMENT AGREEMENT AND**
) **RELEASE OF PAGA CLAIMS**

)
)
) Complaint Filed: August 19, 2022

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff Priscilla Gonzalez (“Plaintiff”), individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendant Ventura Coastal LLC (“Ventura Coastal”), hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims (“Settlement”) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. “**Action**” shall mean the civil action entitled *Gonzalez, Priscilla v. Ventura Coastal LLC, et al.*, filed in the Superior Court for the County of Tulare on August 19, 2022, designated as Case No. VCU293011. For purposes of this Settlement Agreement, the Action only includes Plaintiff’s PAGA Claim and does not include Plaintiff’s individual claims that were filed in the Superior Court for the County of Tulare on August 19, 2022, also Case No. VCU293011 (“Plaintiff’s Individual Claims.”)
2. “**Defendant**” shall mean Defendant Ventura Coastal LLC.
3. “**Defense Counsel**” shall mean GORDON REES SCULLY MANSUKHANI, LLP.
4. “**Effective Date**” refers to the date upon which both of the following have occurred:
 - (i) approval of the Settlement is granted by the Superior Court of California for the County of Tulare, or other court assuming jurisdiction of this matter, and (ii) the Court’s Judgment approving the Settlement becomes Final. The Court’s Judgment approving the Settlement becomes Final on the later of: (1) the day after the last day by which a notice of appeal of the Approval Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed; (2) if such an appeal is filed, and the Approval Order is affirmed, the day after the last date for filing a request for further review of the decision passes and no further review is requested; (3) if an appeal is filed and further review of the decision affirming the Approval Order is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested, or (4) if review is accepted, the day after the United States or California Supreme Court affirms the Settlement.
5. “**LWDA**” refers to the California Labor & Workforce Development Agency.
6. “**PAGA**” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

7. **“PAGA Period”** shall mean June 15, 2021 through the date the Court grants approval of this settlement.

8. **“PAGA Settlement Members”** shall mean all individuals who are or previously were employed by Defendant in California, who are or were classified as hourly, non-exempt employees, at any time during the PAGA Period.

9. **“PAGA Fund”** shall mean the Total Settlement Payment, less Plaintiff’s Counsel Payment, Plaintiff’s Enhancement Award, and the Settlement Administration Costs.

10. **“Plaintiff”** refers to Priscilla Gonzalez individually and in her capacity as representative of the State of California on behalf of other aggrieved employees.

11. **“Plaintiff’s Counsel”** refers to DOWNTOWN LA LAW GROUP, LLP.

12. **“Parties”** collectively refers to Plaintiff and Defendant.

13. **“Released Claims”** shall mean any and all claims, whether known or unknown, to recover civil penalties pursuant to PAGA for any alleged violations by Defendant of California Labor Code §§ 201-204, 210, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and any category of violations identified in Labor Code § 2699.5, and the related applicable IWC Wage Order provision for the PAGA Period, and any other violations that were alleged or could have been alleged in Plaintiff’s letter to the LWDA or any complaint filed in this Action, with the exception of Plaintiff’s Individual Claims.

14. **“Released Parties”** shall mean Defendant and their past, present and/or future, direct and/or indirect, officers, directors, owners, vendors, employees, representatives, administrators, attorneys, agents, related entities, parent companies, management companies, subsidiaries and affiliated corporations, and their entities, consultants, shareholders, joint ventures, insurers, re-insurers, predecessors, successors, and assigns, whether in their individual or official capacities, including Tanya Antolin.

15. **“Settlement Administrator”** refers to a qualified, third-party settlement administrator agreed to by the Parties to administer the terms of the Settlement. The Parties agree to utilize ILYM Group, Inc. to administer the Settlement, at an estimated cost not to exceed \$15,000.

1 **II. RECITALS**

2 16. On October 28, 2021, Plaintiff sent a letter to the LWDA on behalf of herself, in
3 compliance with California Labor Code section 2699.3. More than 65 days passed after the letter was
4 sent to the LWDA, and the LWDA has not indicated that it intends to investigate the alleged violations
5 referenced in the letter.

6 17. On August 19, 2022, Plaintiff filed a PAGA complaint in the Superior Court for the
7 County of Tulare, designated as Case No. VCU293011, *Gonzalez, Priscilla v. Ventura Coastal, et al.*
8 The PAGA Action seeks civil penalties and an award of reasonable attorneys' fees and costs.

9 18. Plaintiff's Counsel has thoroughly investigated the facts relating to the claims alleged in
10 the operative complaint and have made a thorough study of the legal principles applicable to the claims
11 asserted against Defendant. Based on their investigation and evaluation of this case, Plaintiff's Counsel
12 has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and
13 circumstances, including the defenses asserted by Defendant, potential adverse findings regarding
14 liability, and numerous potential appellate issues.

15 19. The Parties enter into this Settlement Agreement on a conditional basis. In the event the
16 Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
17 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect whatsoever
18 and will not be referred to or utilized for any purpose whatsoever.

19 20. Defendant denied, and continues to deny, each and every claim and contention alleged in
20 the Action and have always maintained that it never engaged in any unlawful acts regarding any of the
21 matters alleged in the Action. Defendant does not waive, but rather expressly reserve, all rights to
22 challenge all such claims and allegations upon all legal, procedural and factual grounds should this
23 Settlement Agreement not become final. This Settlement Agreement reflects a compromise reached to
24 end litigation.

25 21. The Parties stipulate and agree to the following terms of this Settlement Agreement with
26 the intent that this Agreement finally disposes of the Action with prejudice.

27 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set
28 forth, the Parties agree as follows:

1 **III. NON-ADMISSION OF LIABILITY**

2 22. Based on the factual and legal issues involved, the expense and time necessary to
3 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of
4 proof necessary to establish a class for purposes of liability, and the relative benefits to the PAGA
5 Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms
6 set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement
7 Members.

8 23. By entering into this Settlement, Defendant denies any liability for any of the claims in
9 the Action, as well as any other potential or unknown claims based on wage and hour violations under
10 state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor
11 any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission,
12 concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability
13 whatsoever. Defendant specifically denies that they have engaged in any unlawful or wrongful conduct
14 against Plaintiff or the PAGA Settlement Members.

15 **IV. TERMS OF THE PAGA SETTLEMENT**

16 **A. The Total Settlement Payment**

17 24. Ventura Coastal shall pay a settlement payment in a total amount of One Hundred Fifty
18 Thousand Dollars \$147,860.00 (the "Total Settlement Payment"). This is the maximum required
19 payment under this Settlement Agreement. The Total Settlement Payment includes (but is not limited to)
20 the PAGA Fund, Administration Costs, Attorneys' Fees, Attorneys' Expenses, and the Enhancement
21 Award. Ventura Coastal represents that there are approximately 7,393 pay periods.

22 **B. Enhancement Awards To Named Plaintiffs**

23 25. Subject to Court approval, Plaintiff may seek an enhancement award of up to \$5,000 to
24 be paid from the Total Settlement Payment, as an enhancement for her service as the PAGA
25 representative, in addition to any payment she may otherwise receive as a PAGA Settlement Member
26 ("Enhancement Award").

27 26. Defendant will not oppose Plaintiff's request for the Enhancement Award. Plaintiff will
28 be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes

owing on said amount. The Parties agree that a reduction by the Court of the requested Enhancement Award is not a basis for rendering the entire Settlement voidable or unenforceable. Any reductions by the Court of the Enhancement Award shall revert to the PAGA Fund.

27. Release by Plaintiff:

Plaintiff releases the Released Claims upon the date of entry of an order by the Court in this Action approving this Settlement.

C. Plaintiff's Counsel Payment of Attorneys' Fees and Costs

28. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed 45% of the Total Settlement Payment, and Plaintiff's Counsel will also seek reimbursement of reasonable litigation costs (attorneys' fees and reasonable litigation costs are referred to as "Plaintiff's Counsel Payment"). Attorneys' fees shall not exceed 45% of the Total Settlement Payment. Costs are estimated not to exceed \$15,000.00.

29. Defendant will not oppose or object to Plaintiff's Counsels' application for attorneys' fees, not to exceed 45% of the Total Settlement Payment plus all documented and reasonable litigation costs and expenses.

30. Plaintiff's Counsel's fees and costs payments shall be paid from the Total Settlement Payment. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.

D. Settlement Administration Fees and Costs

31. Settlement administration shall be done by a qualified, third-party settlement administrator agreed to by the Parties and approved by the Court ("Settlement Administrator"). The Parties agree that the Settlement Administrative Costs shall be paid from the Total Settlement Payment. This includes all fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, to calculate payments to individual PAGA Settlement Members, any cost associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax documents for PAGA Settlement Members, and any other related fees and costs (the "Settlement Administrative Costs").

32. The settlement administration fees and costs shall be paid from the Total Settlement Payment. Any reductions by the Court or any unused amount shall revert to the PAGA Fund.

E. PAGA Fund

33. After deducting the Plaintiff's Counsel Payment, Plaintiff's Enhancement Award, and Settlement Administration Costs, the remainder of the Total Settlement Payment shall be allocated toward payment to the Labor & Workforce Development Agency and PAGA Settlement Members (the "PAGA Fund").

34. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members, based on his or her proportionate share of the weeks worked during the PAGA Period.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Total Settlement Payment

35. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks and withholdings (if any) required under law based on information that will be confidentially furnished by Ventura Coastal. There are no payroll deductions to be calculated under this Settlement, since no part of the Settlement will be classified as wages.

36. Ventura Coastal shall deposit the Total Settlement Payment with the Settlement Administrator within thirty (30) calendar days of the Effective Date.

B. Formula for Calculating Share of PAGA Fund

37. The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined based on the following formula:

- (a) The payment to PAGA Settlement Members will be based on the number of pay periods worked by each PAGA Settlement Member during the PAGA Period.
- (b) The amount to be paid per pay period worked by a PAGA Settlement Member will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement Members by the total number of pay periods worked

by all PAGA Settlement Members during the PAGA Period.

- (c) Ventura Coastal's records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Settlement Members.

C. Distribution of PAGA Fund

38. Ventura Coastal shall provide the Settlement Administrator with a list of the names and addresses of the PAGA Settlement Members, to be furnished within thirty (30) days after the Court issues an Order approving the Settlement. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

39. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court.

40. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court.

41. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall distribute to the Plaintiff's Counsel their court-approved Plaintiff's Counsel Payment and approved litigation costs.

42. The Settlement Administrator will send the Individual Payment to the PAGA Settlement Members by postmarked First Class U.S. Mail, along with a letter explaining the settlement in substantially the same form as **Exhibit A** hereto.

43. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall distribute to Plaintiff any incentive payment.

44. To provide the best notice and delivery of Individual Payments practicable, any Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address

1 is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator
2 shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the
3 Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and
4 will then mail the Individual Payment to the address identified by the best available technology
5 accessible to the Settlement Administrator or other mutually agreeable method. If no current address is
6 located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA
7 Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator,
8 the Individual Payment for that individual will be deemed undeliverable.

9 45. The Settlement Administrator shall maintain a list of the postmark date for the original
10 mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any
11 subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who
12 did not receive the Individual Payment due to the inability to locate a valid address using the procedures
13 described herein or who otherwise could not be located within two attempts at mailing.

14 46. All settlement checks will remain valid and negotiable for 180 days from the date of their
15 mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement
16 Administrator, any uncashed checks will be void and escheat to the California State Controller's Office
17 in the name of the PAGA Settlement Member who did not cash his or her check.

18 47. No later than January 31 of the year following payment of their individual portion of the
19 PAGA Fund, the Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement
20 Members who received a payment.

21 **D. Settlement Administration Payment**

22 48. Within seven (7) days after Total Settlement Payment is fully funded, the Settlement
23 Administrator shall deduct an amount equivalent to the Settlement Administrative Costs.

24 **VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS**

25 **A. Claims Released by the LWDA and All PAGA Settlement Members**

26 49. Upon the date of entry of an order by the Court in this Action approving this Settlement,
27 and payment of all funds due under this Settlement, the LWDA and PAGA Settlement Members,
28 including Plaintiff, fully release and forever discharge the Released Parties from any and all Released

Claims, with the exception of Plaintiff's Individual Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

B. Tax Treatment and Tax Indemnification

50. PAGA Settlement Members will assume any tax obligations or consequences which may arise from this Settlement. PAGA Settlement Members release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each PAGA Settlement Member shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator. The PAGA Settlement Members shall not contact Defendant, any of the Released Parties, or Defense Counsel.

VII. MISCELLANEOUS PROVISIONS

A. Mutual Full Cooperation

51. Plaintiff and Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

B. Parties' Authority

52. The signatories hereto represent that they are fully authorized to enter into this

1 Settlement.

2 **C. Binding Nature of the Settlement**

3 53. This Settlement shall be binding upon, and inure to the benefit of, the successors or
4 assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly or
5 indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights
6 released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff
7 and the PAGA Settlement Members.

8 54. This Settlement may be amended or modified only by a written instrument. No rights
9 under this Settlement may be waived except in writing.

10 55. This Settlement constitutes the entire agreement between Plaintiff and Defendant relating
11 to the settlement of the PAGA cause of action alleged in this Action. All prior or contemporaneous
12 agreements, understandings and statements, whether oral or written, whether express or implied, and
13 whether by a party or its counsel, concerning this Settlement are merged herein. No oral or written
14 representations, warranties or inducements have been made to any party concerning this Settlement other
15 than the representations, warranties and covenants contained and memorialized in such documents.

16 56. Paragraph titles or captions contained herein are inserted as a matter of convenience and
17 for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its
18 provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

19 **D. Joint Drafting of Settlement Documents**

20 57. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a
21 series of arm's-length negotiations, taking into account all relevant factors, present and potential.

22 58. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and,
23 therefore, in any construction or interpretation of this Settlement, the same shall not be construed against
24 any of the Parties.

25 **E. Execution of the Settlement**

26 59. This Settlement may be executed in one or more counterparts and by facsimile. All
27 executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall
28 be as legally binding and enforceable as the original.

1 **F. Continuing Jurisdiction of the Court**

2 60. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the
3 Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and
4 enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the
5 administration of the benefits of this Settlement.

6 **G. Representations by Plaintiff**

7 61. Plaintiff acknowledges the following:

- 8 (a) Plaintiff has carefully read and fully understand all of the provisions of this
9 Settlement;
- 10 (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this
11 Settlement and has not been coerced, threatened, or intimidated into executing
12 this Settlement;
- 13 (c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of
14 this Settlement and consult with her attorneys before signing this Settlement.
- 15 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
16 Plaintiff acknowledges that all parties shall bear their own fees and costs through
17 the conclusion of this action.

18 **H. Representations by Defendant**

19 62. Defendant acknowledges the following:

- 20 (a) Defendant has carefully read and fully understand all of the provisions of this
21 Settlement;
- 22 (b) Defendant knowingly and voluntarily agrees to all of the terms set forth in this
23 Settlement and have not been coerced, threatened, or intimidated into executing
24 this Settlement;
- 25 (c) Defendant was advised, and hereby is advised in writing, to consider the terms of
26 this Settlement and consult with its attorney before signing this Settlement.
- 27 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
28 Defendant acknowledges that all parties shall bear their own fees and costs

through the conclusion of this action.

(e)

AGREED TO BY PLAINTIFF:

DATED: 11/10/2023

Priscilla Gonzalez, individually and on behalf of other
aggrieved employees



AGREED TO BY DEFENDANT:

Ventura Coastal LLC

DATED: November 16, 2023 | 7:06 PM PST

DocuSigned by:



Gabriella Botalla-Bell, Chief Human Resources
Officer

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 910 S. Broadway, Los Angeles, CA 90015.

On, March 25, 2024I served the foregoing document described as: **PLAINTIFF PRISCILLA GONZALEZ'S AMENDED NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF LILIUOKALANI H. MARTIN; [PROPOSED] ORDER LAINTIFF NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT** on the interested parties in this action as follows:

Jenna Halop (jhalop@grsm.com) Mark Posard (mposard@grsm.com) Jennifer Holly (jholly@grsm.com) GORDON REES SCULLY MANSUKHANI 3 Parkcenter Drive, Suite 200 Sacramento, CA 95825 8050 N. Palm Avenue, Suite 300 Fresno, CA 93711	<i>Attorneys for Defendant/s:</i> VENTURA COASTAL, LLC
California Labor & Workforce Development Agency Attn. PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, CA 94612 (VIA ELECTRONIC SERVICE ONLY)	

☒ BY ELECTRONIC MAIL: I caused said document(s) to be transmitted to the email address(es) of the addressee(s) designated pursuant to CCP § 1010.6.I served true and correct copies of the above-listed documents via electronic mail to each email address listed above, and served the documents from my electronic service address, which is gabriela@downtownlaw.com

☒ BY ELECTRONIC SERVICE: Pursuant to SB 836, I electronically filed a copy of the document with California Labor & Workforce Development Agency Only.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 25, 2024, at Los Angeles, California.

Gabriela Diaz

Gabriela Diaz