

1 **MESSRELIAN LAW INC.**

2 Harout Messrelian, Esq. (SB# 272020)

3 hm@messrelianlaw.com

4 Maralle Messrelian, Esq., Of Counsel (SB#316974)

5 maralle@messrelianlaw.com

6 500 N. Central Ave., Suite 840

7 Glendale, California 91203

8 Telephone: (818) 484-6531

9 Facsimile: (818) 956-1983

10 Attorneys for Plaintiff,

11 DAVID XIQUI VASQUEZ, and all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF SANTA CLARA**

14 **(UNLIMITED JURISDICTION)**

15 DAVID XIQUI VASQUEZ,

16 *Plaintiff,*

17 vs.

18 THE PROVINCE LLC, PAUL REDDICK;
19 and DOES 1 to 25, inclusive,

20 *Defendant(s).*

Case No.: 22CV397541

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

Action filed: May 2, 2022

Hearing Date: November 2, 2022

Hearing Time: 1:30 p.m.

Hearing Dept: 3, Hon. Patricia M. Lucas

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 ("PAGA"), the Motion of Plaintiff David Xiqui Vasquez ("Plaintiff") for Approval of Settlement
3 under PAGA came before this Court on July 27, 2022.

4 Plaintiff's Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 Plaintiff's Complaint and the letter to the Labor Workforce and Development Agency
8 "LWDA") dated October 14, 2021 (the "LWDA Letter"), on behalf of all current and former
9 non-exempt or hourly paid employees who worked for Defendants The Province LLC and Paul
10 Reddick (collectively "Defendants") from October 14, 2020 to April 19, 2022, inclusive.

11 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and
12 approve any settlement of any civil action filed pursuant to this part." Lab. Code § 2699(1)(2).
13 Accordingly, the Court, having considered the proposed settlement set forth in the Settlement
14 Agreement, including the proposed PAGA penalties, under Labor Code § 2699(1)(2), having
15 considered the papers filed in support of the proposed settlement and the arguments of counsel, and good
16 cause appearing, HEREBY ORDERS AS FOLLOWS:

17 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
18 2. The Court finds in favor of settlement approval, and therefore approves the Settlement
19 of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and
20 other terms, as fair, just, reasonable, and adequate;

21 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of
22 California, by operation of this Order and Judgment hereby releases and forever discharges
23 Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all
24 Released Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiff's
25 Complaint, including any and all known and unknown claims for civil penalties under the Private
26 Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise;
27
28

1 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
2 State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved
3 Employees, on behalf of the State of California, as to the Released Claims and Released Parties;

4 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
5 Defendants are directed to make all payments required by the Settlement Agreement;

6 6. Under the Settlement Agreement, Defendants agree to pay a maximum sum of Seventy-
7 Seven Thousand Five Hundred Dollars (\$82,500.00) (the “Gross Settlement Amount”). The Gross
8 Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, Attorney’s Fees
9 and Litigation Costs, and Settlement Administration Costs. No portion of the Gross Settlement Amount
10 will revert to Defendants. Plaintiff’s Counsel requests an award of attorney’s fees of Twenty-Five
11 Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$27,500.00); costs of Eight
12 Thousand Three Hundred Forty Dollars and Sixty Four Cents (\$8,340.64). The settlement administrator
13 Phoenix Class Action Administration Solutions requests administration costs of Five Thousand Five
14 Hundred Dollars (\$5,500.00). Defendants do not oppose these requests. The Court finds the Gross
15 Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs
16 the Settlement Administrator to make the above payments to payments from the Gross Settlement
17 Amount as follows:

- 18 a. \$27,500.00 in attorney’s fees to Messrelian Law Inc.;
- 19 b. \$8,340.64 in costs to Messrelian Law Inc.;
- 20 c. \$5,500.00 in administration costs to Phoenix Class Action Administration Solutions.
- 21 d. After deducting the foregoing payments, the estimated remainder of approximately
22 \$41,159.36 shall form the Net Settlement Amount (“NSA”). Pursuant to Labor Code section
23 2699(i), the NSA will then be distributed 75 percent (\$30,869.52) to the LWDA, and the
24 remaining 25 percent (\$10,289.84) to the Aggrieved Employees on a pro rata basis, as set forth
25 in the Settlement Agreement. The Court approves these payments, and directs the Settlement
26 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
27 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its
28 duties as set forth in the Settlement Agreement; and

1 7. The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and all
2 causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the
3 Parties under Code of Civil Procedure§ 664.6 for the purpose of supervising implementation,
4 enforcement, construction, administration, and interpretation of the Settlement Agreement.

5 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

6
7 DATED: _____

8 **HON. PATRICIA M. LUCAS**
9 **JUDGE OF THE SUPERIOR COURT**