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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SANTA BARBARA**
12 **COOK DIVISION**
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14 **CLAUDIA MONTAR FLORES,**)
15 **individually, and on behalf of all others**)
16 **similarly situated,**)

17 **Plaintiff,**)

18 **v.**)

19 **DARENSBERRIES, LLC, a California**)
20 **Limited Liability Company, and DOES 1**)
21 **through 10, inclusive,**)

22 **Defendants.**)

Case No. 21CV04814

**[PROPOSED] JUDGMENT AND ORDER
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE**

Date: September 15, 2026

Time: 8:30 a.m.

Dept.: SM2

Judge: Hon. James F. Rigali

Complaint Filed: December 6, 2021

23 **[PROPOSED] JUDGMENT AND ORDER**
24

25 Having considered the Parties' Private Attorneys General Act Settlement Agreement
26 ("Settlement Agreement");¹ the documents and evidence presented in support thereof; and

27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Alan Wilcox.

1 recognizing the disputed factual and legal issues involved in this case; the risks of further
2 prosecution, the substantial benefits to be received by the State of California and the Aggrieved
3 Employees pursuant to the Settlement Agreement; and the fair, reasonable, and adequate nature
4 of the settlement obtained as a result of good faith arm's-length negotiations between the Parties,
5 the Court hereby makes a final ruling that the Settlement Agreement is approved pursuant to
6 Labor Code section 2699(1). Good cause appearing therefore, the Court hereby GRANTS
7 Approval of the Settlement of Claims under the Private Attorneys General Act, and ORDERS
8 as follows:

9 1. The "Aggrieved Employees" shall be defined as all current and former non-
10 exempt employees of Defendant who were employed in California at any time from October 1,
11 2020 through February 16, 2026.

12 2. The Court hereby approves the settlement as set forth in the Settlement
13 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
14 Agreement according to its terms.

15 3. Defendant shall fund the Maximum Settlement Amount of \$350,000.00 with the
16 Settlement Administrator within the time set forth in the Settlement Agreement.

17 4. The Court hereby approves, as to form and content, the Explanatory Letter
18 submitted by the Parties and included as Exhibit A to the Settlement Agreement.

19 5. The Court hereby appoints Apex Class Action Administration as the Settlement
20 Administrator.

21 6. Within fourteen (14) calendar days of this Order, Defendant shall provide the
22 Settlement Administrator with a list containing the Aggrieved Employees' full names, last
23 known addresses, social security number, and number of pay periods during the Settlement
24 Period during which each Aggrieved Employee worked as a non-exempt employee in California
25 for Defendant, pursuant to the terms of the Settlement Agreement.

26 7. The Settlement Administrator is directed to mail the Individual PAGA Payments
27 and the Explanatory Letter to the Aggrieved Employees within ten (10) calendar days of receipt
28 of the Maximum Settlement Amount being fully funded, pursuant to the terms of the Settlement

1 Agreement.

2 8. The Court finds that attorneys' fees in the amount of 1/3 of the Maximum
3 Settlement Amount (\$116,666.67) for Plaintiff's Counsel, and reimbursement of litigation costs
4 up to \$25,000.00 to Plaintiff's Counsel, are fair, reasonable, and adequate, and orders the
5 Settlement Administrator to distribute these payments to Plaintiff's Counsel as provided for in
6 the Settlement Agreement.

7 9. The Court orders that the Settlement Administrator shall be paid up to \$12,990.00
8 for all of its work done and to be done until the completion of this matter, and finds that sum
9 appropriate.

10 10. The Court approves the scope of the release as set forth in the Settlement
11 Agreement. Following entry of this Judgment and Order, and the Maximum Settlement Amount
12 being fully funded, Plaintiff, all Aggrieved Employees, and the State of California shall fully
13 release and forever discharge any and all claims against the Released Parties arising during the
14 Settlement Period for civil penalties under PAGA that were alleged in, could have reasonably
15 been alleged in, or arise from the factual allegations set forth in the Action or the PAGA Notice
16 submitted to the LWDA on October 1, 2021 and any amended PAGA notice thereafter provided
17 ("Released Claims"). The Released Claims include but are not limited to claims for PAGA
18 penalties for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226,
19 226.2, 226.3, 226.7, 246, 248.5, 510, 1174, 1174.5, 1194, 1197, 1197.1, and 1198, as well as all
20 applicable Industrial Welfare Commission Wage Orders (as codified in the California Code of
21 Regulations), and claims for attorneys' fees, costs, or interest resulting therefrom. "Released
22 Parties" shall mean Darensberries, LLC and its past and present related entities, parents,
23 subsidiaries, predecessors, successors, assigns, owners, officers, directors, employees, agents,
24 trustees, affiliated entities, attorneys or legal representatives, insurers, fiduciaries, beneficiaries,
25 partners, and/or any other entity or individual that could be liable for the acts or omissions of
26 Defendant in relation to the Released Claims. Upon entry of this Judgment and Order, and the
27 Maximum Settlement Amount being fully funded, Plaintiff, all Aggrieved Employees, and the
28 State of California will be forever barred from pursuing against Defendant and the Released

1 Parties any and all claims for PAGA civil penalties under the Labor Code, the Industrial Welfare
2 Commission's wage orders, and/or other provisions of law that were alleged or that could have
3 been alleged in the Action and/or the PAGA Notice with respect to the Aggrieved Employees.
4 The terms of the Settlement Agreement, and this Judgment and Order, shall be binding on
5 Plaintiff, the State of California, and all Aggrieved Employees, as well as their respective heirs,
6 executors and administrators, successors and assigns, and any other persons or entities acting on
7 their behalf, and those terms shall have res judicata, collateral-estoppel, and other preclusive
8 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf
9 of any such persons, to the extent those claims, lawsuits, or other proceedings constitute Released
10 Claims as set forth in the Agreement.

11 11. Upon entry of this Order, the Court hereby enters Judgment, with prejudice, for
12 the reasons described above and in accordance with the terms of the Settlement Agreement.
13 Except as otherwise provided in the Settlement Agreement, all Parties shall bear their own
14 attorneys' fees, costs, and expenses incurred by them in, or arising out of, the lawsuit, and shall
15 not seek reimbursement thereof from the Released Parties. Upon entry of this Judgment and
16 Order, the Court permanently enjoins and forever bars Plaintiff and the Aggrieved Employees
17 from instituting or prosecuting any of the Released Claims against the Released Parties that were
18 resolved as part of the Settlement Agreement, except as may be required to enforce the terms of
19 the Settlement Agreement. Without affecting the finality of this Judgment and Order in any way,
20 the Court retains jurisdiction for purposes of addressing (i) the interpretation and enforcement of
21 the terms of the Settlement Agreement (ii) settlement-administration matters, and (iii) such post-
22 approval matters as may be appropriate under court rules or as set forth in the Settlement
23 Agreement.

24 12. Neither this Order nor the Settlement Agreement (or any other document referred
25 to herein, or any action taken to carry out this Order) is, may be construed as, or may be used as,
26 an admission of liability or fault by Defendant or the Released Parties, or a finding as to the
27 validity of any claims in the Action or of any wrongdoing or violation of law that is otherwise
28 alleged, or could have been alleged, against Defendant or the Released Parties. The Settlement

1 Agreement is not a concession by the Parties, and, to the extent permitted by law, neither the
2 Settlement Agreement, on the one hand, nor this Judgment and Order, on the other hand—nor
3 any of their respective terms or provisions, nor any of the negotiations or proceedings connected
4 with them—shall be offered as evidence or received in evidence in any pending or future civil,
5 criminal, or administrative action or proceeding to establish any liability of, or admission by, the
6 Released Parties. Notwithstanding the foregoing, nothing in this Judgment and Order shall be
7 interpreted as prohibiting the use of this Judgment and Order in a proceeding to consummate or
8 enforce the Settlement Agreement, or the use of this Order and Judgment to defend against the
9 assertion of claims in any other proceeding, or as otherwise required by law. This Judgment and
10 Order, on the one hand, and the Settlement Agreement, on the other hand, may be filed in any
11 action by Defendant or the Released Parties to support a defense of res judicata, collateral
12 estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit,
13 or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

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

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17 Dated: _____

JUDGE OF THE SUPERIOR COURT

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