

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 10 2024

BY 
VALERIE URUENA, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

TERINA RENEE LOCKE, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

RIVERSIDE SANITARIUM, LLC; and
DOES 1 through 20, inclusive,

Defendants.

Case No. CIVSB2129216

Assigned for all purposes to:
~~Hon. Jessica Morgan~~ **Christian Towns**
Dept. S26

**PROPOSED ORDER GRANTING
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND ENTERING
JUDGMENT**

Date: October 10, 2024
Time: 8:30 a.m.
Dept.: S26

1 The Court has received and considered the joint stipulation of Plaintiff Terina Renee
2 Locke, as an individual, and on behalf of the people of the State of California and as an “aggrieved
3 employee” acting as a private attorney general under the Labor Code Private Attorneys General
4 Act of 2004, § 2699, *et seq.* (“PAGA”) and Defendant Riverside Sanitarium, LLC in the above-
5 captioned action.

6 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

7 The Judgment incorporates by reference the definitions in the PAGA SETTLEMENT
8 AGREEMENT (the “Settlement”), a copy of which is attached as Exhibit 1 to the Declaration of
9 Kristy R. Connolly In Support of Motion for Approval of Private Attorneys General Act
10 Representative Action Settlement, and all terms defined therein shall have the same meaning as
11 set forth in the Settlement.

12 The Court hereby approves the Parties’ proposed Settlement and hereby enters FINAL
13 JUDGMENT based on the terms set forth in the Parties’ Settlement in favor of Plaintiff and the
14 Aggrieved Employees in the amount of \$270,000. Of this, \$90,000 is awarded as attorney fees
15 paid to Plaintiff’s Counsel, \$22,700.15 is awarded as costs paid to Plaintiff’s Counsel, \$10,000 is
16 awarded to Plaintiff in exchange for her General Release, and \$4,750 is awarded as administrative
17 costs paid to the Settlement Administrator. Of the remaining Net Settlement Amount, 75% shall
18 be paid to the Labor and Workforce Development Agency and 25% shall be paid to the Aggrieved
19 Employees as set forth in the Settlement Agreement.

20 The Court hereby approves, as to form and content, the notice to be distributed to the
21 Aggrieved Employees, attached to the Settlement as Exhibit A. All Individual Settlement Checks
22 will expire 180 days after the initial mailing. Any uncashed funds shall be transmitted to the State
23 Controller’s Office Unclaimed Property Fund in the name of each Aggrieved Employee whose
24 check is voided.

25 This Judgment is intended to be a final disposition in its entirety of the above captioned
26 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
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1 of all matters relating to the interpretation, administration, implementation, effectuation, and
2 enforcement of the Settlement pursuant to C.C.P. § 664.6.

3 IT IS SO ORDERED.

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5 Dated: 10/10/2024 C. Towns Christian Towns
6 Hon. ~~Jessica Morgan~~
7 Judge of the Superior Court
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