

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiffs Dikla Mishraki, Courtney Brewer, Rosa Estrada
2. Title of the proposed order:
[Proposed] Order and Final Judgment Approving Settlement Pursuant to the Private Attorneys General Act of 2004 ("PAGA")
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Hearing on Plaintiffs' Motion For PAGA Approval
 - b. Date and time: October 26, 2023, 2:00 p.m.
 - c. Place: Dept. CX 104, Civil Complex Center
4. The proposed order was served on the other parties in the case.

▶


(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:
Mishraki, et al. v. Clean Path Recovery, LLC

CASE NUMBER:
30-2021-01231825-CU-OE-CJC

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

425 W. Broadway, Suite 225, Glendale, California 91204

b. My electronic service address is (*specify*): Roland@rklegalpc.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Eric J. Schindler, Esq., Michelle J. Berner, Esq. counsel for Defendant Clean Path Recovery, LLC

b. To (*electronic service address of person served*): eschindler@kslaw.legal; mberner@kslaw.legal

c. On (*date*): October 26, 2023

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: October 26, 2023

Roland Franquez

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

DIKLA MISHRAKI, an individual;
COURTNEY BREWER, an individual;
ROSA ESTRADA, an individual, and on
behalf of the other aggrieved employees
pursuant to the California Private Attorneys
General Act,

PLAINTIFFS,

vs.

CLEAN PATH RECOVERY, LLC, a
California Limited Liability Company; and
DOES 1 THROUGH 100, inclusive,

DEFENDANTS.

Case No. 30-2021-01231825-CU-OE-CJC

[Hon. Melissa R. McCormick, Dept. CX104]

**[PROPOSED] ORDER AND
FINAL JUDGMENT APPROVING
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 (“PAGA”)**

Complaint	November 15, 2021
Filed:	
SAC Filed:	May 2, 2022
Trial Date:	Vacated

1 **[PROPOSED] ORDER AND JUDGMENT APPROVING SETTLEMENT PURSUANT**
2 **TO PRIVATE ATTORNEY GENERALS ACT ("PAGA")**

3 The Court has before it the Parties' Settlement Agreement and Release of PAGA
4 Claims, and determining that the Settlement provides genuine and meaningful relief that benefits
5 the public, is fair, adequate, reasonable, and otherwise being fully informed and good cause
6 appearing therefore, it is hereby

7 **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

8 1. Unless otherwise provided herein, all capitalized terms used herein shall have the
9 same meaning as defined in the Settlement Agreement and Release of PAGA Claim ("Settlement
10 Agreement"). The Court has jurisdiction over the subject matter of this lawsuit and all matters
11 relating thereto, and over all parties to the Action.

12 2. Attached hereto as **Exhibit A** is a true and correct copy of the Settlement
13 Agreement.

14 3. Attached hereto as **Exhibit B** is a true and correct copy of the proposed Notice to
15 Aggrieved Employees.

16 4. "PAGA Employees" means all current and former non-exempt California
17 employees employed by Defendant at any time between November 15, 2020 through the
18 Settlement Date.

19 5. "PAGA Release Period" means November 15, 2020 through the Final Approval
20 Date.

21 6. "Settlement Administrator" means Simpluris. The Settlement Administrator will
22 be responsible for, *inter alia*, sending Notice and payments to PAGA Employees and the LWDA
23 and distributing other payments as set forth in the Settlement Agreement.

24 7. The Court finds that the Settlement has been reached as a result of serious and
25 non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the
26 procedural history of this case, the amounts to be paid under the Settlement, the involvement of
27 an experienced private mediator to facilitate the Settlement, the risks of continued litigation that
28 Plaintiffs would face, the maximum PAGA penalties recoverable if Plaintiffs were to prevail at
trial on their PAGA claims, the allocation of settlement proceeds among the PAGA Employees,

1 and the fact that a settlement represents a compromise of the Parties' respective positions rather
2 than the result of a finding of liability at trial.

3 8. The Court hereby finds the Settlement involves the resolution of a bona fide
4 dispute, was entered into in good faith, and is fair, reasonable, and adequate. The Court also
5 finds that the Settlement provides genuine and meaningful relief that benefits the public
6 consistent with the purpose of the Private Attorneys General Act of 2004, California Labor Code
§ 2699 et seq.

7 9. The Court therefore approves the Settlement as set forth in the Settlement
8 Agreement and directs the Parties to effectuate the Settlement according to the terms set forth in
9 the Settlement Agreement.

10 10. The Court finds that Plaintiffs' Counsel has adequately represented the Plaintiffs,
11 the PAGA Employees, and the LWDA for purposes of entering into and implementing the
12 Settlement.

13 11. The Court finds that the Settlement and Settlement Amount of \$60,000.00 to be
14 distributed as set forth herein, is in all respects fair, reasonable, and adequate and is hereby
15 approved. *See* California Labor Code § 2699(1)(2).

16 12. Pursuant to the terms of the Settlement, Settlement Administration Costs in the
17 amount of \$4,100.00 which are necessary to administer the Settlement are hereby granted and
18 shall be paid to Simpluris, the designated third-party settlement administrator.

19 13. Pursuant to the terms of the Settlement, Attorneys' Fees in the amount of
20 \$19,800.00 and litigation costs in the amount of \$7,620.62 are hereby granted and shall be paid
21 to Plaintiffs' counsel.

22 14. After deducting Settlement Administration Costs and Attorneys' Fees and
23 Costs from the Settlement Amount, the remainder forms the Net Settlement Amount, which totals
24 approximately \$28,479.38. Consistent with California Labor Code § 2699(i), the Net Settlement
25 Amount will be allocated seventy-five percent (75%) to the LWDA ("LWDA Settlement
26 Proceeds"), which totals \$21,359.54. The remaining twenty-five percent (25%) of the Net
27 Settlement Amount, which totals \$7,119.85, will be paid to the PAGA Employees ("PAGA
28 Employees Settlement Proceeds Fund") on a pro rata basis which shall be determined based on
the number of Eligible Pay Periods that he or she worked for Defendant in California during the

PAGA Release Period.

15. The Settlement Amount and the allocation of the Settlement Amount as set forth in this Order shall be paid by Defendant within the time frames and in the manner as stated in the Settlement Agreement. Defendant will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

16. Upon the Effective Date, Plaintiffs, as the representative for the State of California, and each PAGA Employee, release the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for PAGA penalties that occurred, during the time period of November 15, 2020, through the date the Court grants final approval of the settlement, that were alleged, or reasonably could have been alleged, based on the facts alleged in the Operative Complaint and in the Plaintiffs' notices to the LWDA.

17. The terms of the Settlement Agreement, and this Order, are binding on the Plaintiffs and PAGA Employees, as well as their heirs, executors, administrators, successors, and assigns, and those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other proceedings constitute Released Claims as set forth in the Settlement Agreement.

18. Neither this Order nor the Settlement Agreement (nor any other document referred to herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as, an admission or concession by or against Defendant or the Released Parties of the validity of any claim or actual or potential fault, wrongdoing, or liability. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related to it, shall not be considered as, or deemed evidence of, an admission or concession as to Defendant's denials or defenses and shall not be offered or received in evidence in any action or proceeding against any party hereto in any court, administrative agency or other tribunal for any purpose whatsoever, except as evidence of the Settlement or to enforce the provisions of this Order and the Settlement Agreement; provided, however, that this Order and the Settlement Agreement may be filed in any action against or by Defendant's or the Released Parties to support a defense

1 of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or
2 reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or
3 similar defense or counterclaim.

4 19. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
5 purposes of supervising the implementation, enforcement, construction, administration, and
6 interpretation of the Settlement Agreement and this Order. The Court shall retain jurisdiction to
7 enforce the Settlement Agreement pursuant to Code of Civil Procedure §664.6.

8 20. The date of the Final Accounting hearing is May 2, 2024 at 9:00 a.m. in
9 Department CX104 of the above-mentioned Court. Plaintiffs shall submit to the Court a final
10 report at least five (5) court days prior to the Final Accounting hearing, including the actual
11 amounts paid to aggrieved employees and the other amounts distributed under the Settlement
12 Agreement, including uncashed checks.

13 IT IS SO ORDERED.

14 Dated: _____

Honorable Melissa R. McCormick
Judge of the Superior Court