

ORIGINAL

ZACHARY CROSNER (SBN 272295)
MICHAEL CROSNER (SBN 41294)
CROSNER LEGAL, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel. (310) 496-5818
Fac. (818) 700-9973

Attorneys for Plaintiff Amanda Gilbert

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

FEB 16 2023

BY 
JESSICA MORALES, DEPUTY

**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO**

AMANDA GILBERT on behalf of herself, the
State of California, and others similarly situated
and aggrieved,

Plaintiff,

vs.

PIRATE COVE MANAGEMENT, LLC a
California limited liability company; and
DOES 1 to 100, inclusive,

Defendants.

CASE NO. CIVSB2212283

Assigned for All Purposes to:
Hon. David Cohn
Dept. S26

**[PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT**

Date: January 25, 2023
Time: 10:00 a.m.
Dept. S26

FILED

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Amanda Gilbert’s Motion for Approval of Settlement under PAGA came
3 before this Court on January 25, 2023 on a regularly noticed motion.

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 her letter to the Labor Workforce & Development Agency (“LWDA”)
8 dated March 24, 2022 (the “LWDA Notice”), on behalf of all individuals who were employed
9 by Defendant Pirates Cove Management, LLC (“PCM”) in California as a non-exempt hourly-
10 paid employee from December 29, 2019 to October 30, 2022.

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.” Labor Code section 2699(1)(2).
13 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement,
14 including the proposed PAGA penalties, under Labor Code section 2699(1)(2), having considered the
15 papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing,
16 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 of
19 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
20 terms, as fair, reasonable, and adequate;
- 21 3. The Court finds further that Plaintiff, acting on behalf of herself and the State of California,
22 by operation of this Order and Judgment hereby releases and forever discharges Defendant and the
23 Released Parties (as defined in the Settlement Agreement) from all claims for PAGA violations during
24 the PAGA Period as asserted in the LWDA Notice, or that could have been asserted based on the
25 facts alleged therein, including claims under the Private Attorneys General Act for: (1) Failure
26 to Keep Accurate Records; (2) Failure to Produce Records in Violation of Labor Code §§
27 226(b)-(c), 1198.5, and 432; (3) Meal Period Violations; (4) Rest Period Violations; (5) Failure
28 to Provide Suitable Resting Facilities; (6) Minimum and Overtime Wage Violations; (7)

1 Statutory Wage Violations; (8) Refusal to Make Payment; (9) Business Expense Violations; (10)
2 Wage Statement Violations; (11) Failure to Provide Suitable Seating; (12) Standard Conditions
3 of Labor Violations; (13) Sick Leave Violations; (14) Failure to Provide Supplemental Paid Sick
4 Leave; (15) Violation of Labor Code Section 201.3; (16) Untimely Payment of Final Wages; and
5 (17) Unlawful Agreements/Unlawful Criminal History Inquiries. This release does include any
6 claims for violation of the Fair Employment and Housing Act (FEHA) and any claim for
7 wrongful termination in violation of public policy.

8 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State
9 of California as to those claims brought in the Action, and shall bar any claim under PAGA brought by any
10 person, including the Aggrieved Employees, on behalf of the State of California, as to the Released Claims
11 and Released Parties.

12 5. The Court finds further that Plaintiff shall release, relinquish, and discharge, and by
13 operation of this Order and Judgment shall have, fully, finally, and forever released, relinquished, and
14 discharged all of his individual (non-PAGA) claims as against all Released Parties, as set forth in the
15 Settlement Agreement;

16 6. The Parties are directed to comply with all terms of the Settlement Agreement, and
17 Defendant is directed to make all payments required by the Settlement Agreement;

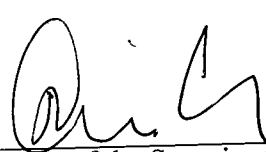
18 7. Under the Settlement Agreement, Defendant agrees to pay Forty Nine Thousand Two
19 Hundred Seventy Dollars and No Cents (\$49,270.00) (the "Maximum Payment") within thirty (30) days of
20 the Effective Date. The Maximum Payment is inclusive of payments to the LWDA and Aggrieved
21 Employees, an enhancement award to Plaintiff, Attorney's Fees and Costs, and Administration costs. No
22 portion of the Maximum Payment will revert to Defendant. Plaintiff requests a representative enhancement
23 award of \$5,000.00, and Plaintiff's Counsel requests an award of attorney's fees of \$16,243.33 and
24 reimbursement of actual litigation expenses of \$5,000.00. Defendant does not oppose these requests. The
25 Court finds the Maximum Payment is fair, reasonable and adequate, and approves each of these payments,
26 and directs the Settlement Administrator to make the following payments from the Gross Settlement
27 Amount:

28 a. \$16,423.33 in attorney's fees to Crosner Legal, PC;

1 b. \$5,000.00 in litigation costs to Crosner Legal, PC;
2 c. \$5,000.00 to Plaintiff Amanda Gilber as a representative enhancement for her services as
3 the named plaintiff in this matter, and in consideration of her full general release of claims and waiver of
4 Civil Code section 1542; and
5 d. \$5,000.00 in administration costs to Phoenix Settlement Administrators;
6 8. After deducting the foregoing payments, the estimated remainder of approximately
7 \$17,846.67 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the
8 NSA will then be distributed 75 percent (approximately \$13,385.00) to the LWDA, and the remaining 25
9 percent (approximately \$4,461.67) to the Aggrieved Employees on a pro rata basis, as set forth in the
10 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to
11 issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set
12 forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement
13 Agreement; and
14 9. This document shall constitute a Judgment for purposes of California Rule of Court
15 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
16 purpose of supervising implementation, enforcement, construction, administration, and interpretation of the
17 Settlement Agreement and this Judgment.

18 **IT IS SO ORDERED.**

19
20
21 Dated: 2/14/23

22 
23 _____
24 Judge of the Superior Court
25
26
27
28