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July 9, 2024

F I L E D
San Diego Superior Court

AUG 02 2024

Clerk of the Superior Court
By: K. Mulligan, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

ELSA GARCIA, an individual, MARLON
AYALA, an individual, both for the real party in
interest, the State of California,

Plaintiffs,

vs.

CITIBANK, NA; and DOES 1 through 50,

Defendants.

JACQUELINE MONASTERIO, on behalf of
the State of California, as a private attorney
general

Intervenor

Case No. 37-2022-00005196-CU-OE-CTL

Judge: Hon. Blaine K. Bowman
Department: C-74

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Judge: Hon. Blaine K. Bowman
Department: C-74
Date: August 2, 2024
Time: 8:30 a.m.

1 Plaintiffs Elsa Garcia and Marlon Ayala's Motion for Approval of PAGA Settlement
2 pursuant to the Private Attorneys General Act of 2004, encoded in Cal. Labor Code section 2698 et.
3 seq. (hereinafter "PAGA") was heard in Department C-74 of the above entitled Court on August 2,
4 2024 at 8:30 a.m. The Court has considered the parties' Settlement Agreement and supporting
5 Exhibits, the Motion for Approval of PAGA Settlement, as well as the Memorandum of Points and
6 Authorities, Declarations of Tamim Jami and Alex Mashiri filed in support thereof, and any and all
7 objections/oppositions and comments. On good cause shown, this Court rules as follows:

8 WHEREAS on December 1, 2021, counsel for Plaintiffs sent PAGA Notices to the
9 California Labor and Workforce Development Agency ("LWDA") and Defendant, declaring
10 Plaintiffs' intent to proceed with a representative action under the PAGA against Defendant for its
11 alleged failure to account for all nondiscretionary earnings when issuing payment for sick leave,
12 overtime, meal/rest premiums in violation of the Labor Code, including **sections 201, 202, 203,**
13 **204, 226, 226.7, 510, 512, 1197.1, 227.3, 246, 432.5, and 1198.5.**

14 WHEREAS Plaintiffs filed the instant Lawsuit against Defendants Citibank, NA on behalf
15 of the State of California, pursuant to the PAGA, subsequent to giving written notice to the LWDA
16 and Defendants as required by California Labor Code section 2699.3;

17 WHEREAS the Parties desire to settle the Lawsuit solely for the purpose of avoiding the
18 burden, time, expense and uncertainty of continuing litigation, and for the purpose of putting to rest
19 the controversies engendered by the Lawsuit;

20 WHEREAS California Labor Code section 2699(l)(2) states that "[t]he superior court shall
21 review and approve any settlement of any civil action filed pursuant to [PAGA];

22 WHEREAS, pursuant to California Labor Code section 2699(l)(2), Plaintiffs provided
23 notice of the proposed settlement to the LWDA at the time that it submitted it to the Court, and

24 WHEREAS the Court has reviewed and considered (1) the proposed Settlement Agreement,
25 (2) the notice and motion, (3) the declarations submitted in support thereof, (4) the exhibit(s)
26 attached to the declarations submitted therewith; and (5) any and all objections/oppositions.

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1 **GOOD CAUSE APPEARING, it is HEREBY ORDERED THAT:**

2 1. The Court grants Plaintiffs' Motion for Approval of PAGA Settlement. Pursuant to
3 Labor Code section 2699, subdivision (1)(2), the Court approves this Settlement Agreement under
4 the PAGA.

5 2. The Court finds that the Gross PAGA Settlement Amount of \$400,000.00 is fair,
6 reasonable and adequate. The Court further finds that the Settlement has been reached through
7 informed and arm's length, non-collusive bargaining. The settlement recovery provides monetary
8 value consistent with the underlying purpose of PAGA. The Court also finds that the Settlement
9 now will avoid delay and risks if the Parties were to continue to litigate the case. The Court
10 approves, adopts, and incorporates by reference the terms and conditions of the Settlement
11 Agreement, together with the definitions used and contained therein. Of the **\$400,000.00 Gross**
12 **PAGA Settlement Amount**, the judgment is awarded and allocated as follows:

13 (a) The Court finds that the requested fees of Plaintiffs' Counsel, Mashiri Law Firm APC
14 and The Jami Law Firm, P.C., of **\$133,333** are reasonable and this amount is therefore awarded;

15 (b) The Court finds that Plaintiffs' Counsel's costs in the amount of **\$22,642.46** are
16 reasonable and this amount is therefore awarded;

17 (c) Administrative expenses of no more than **\$11,950.00** are to be paid to the settlement
18 administrator, Phoenix Class Action Administration Solutions;

19 (d) Of the remaining **\$232,074.54** awarded for civil penalties, 75%, or **\$174,055.91**, shall
20 be paid to the Labor and Workforce Development Agency ("LWDA") as required by Labor Code
21 Section 2699(i) "for enforcement of labor laws, including the administration of this part, and for
22 education of employers and employees about their rights and responsibilities under this code"; and
23 the remaining 25%, or **\$58,018.63**, will be distributed among the PAGA Settlement Members. The
24 allocated amounts to the PAGA Settlement Members will be on a pro-rata basis pursuant to the
25 formula set forth in Section 4.3 of the Settlement Agreement.

26 3. The Court approves the release as follows:

27 **The "PAGA Members" release the following claims under the PAGA, for the period**
28 **between December 1, 2020 through December 31, 2022: all claims asserted in the First**

1 Amended Complaint filed June 20, 2024, and/or PAGA Letters dated December 1, 2021,
2 specifically, claims under Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1197.1,
3 227.3, 246, 432.5 and 1198.5 are being released.

4 "PAGA Members" means individuals Citibank employed as non-exempt employees in
5 California and who earned non-discretionary incentive compensation, such as referral, sales
6 and client excellence-based incentives or awards and/or weekend shift premiums between
7 December 1, 2020 and December 31, 2022.

8 4. The Court hereby enters Final Judgment in accordance with the terms of the Settlement
9 Agreement and this Order and Judgment. Accordingly, upon entry of this Order and Judgment, the
10 Parties shall effectuate and carry out the terms of the Settlement Agreement.

11 5. Without affecting the finality of the Judgment or the Settlement, the Court shall retain
12 jurisdiction over the above-captioned action and the Parties solely for purposes of implementing
13 and enforcing the terms of the Settlement and Judgment entered herein.

14 6. The Settlement Agreement is not an admission of fault or any liability whatsoever by
15 Citibank, NA ("Defendants"), nor is this Order and Judgment a finding on the merits related to any
16 allegations of wrongdoing by Defendants. Neither this Order and Judgment, the Settlement
17 Agreement, or any other documents referred to herein, nor any action taken to carry out the
18 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
19 wrongdoing, omission, or liability whatsoever by or against Defendants or other Releasees.

20 7. Plaintiffs' representative claims, subject to only the release as defined above, are hereby
21 DISMISSED WITH PREJUDICE.

22 8. Within ten (10) days of entry of this Order, Plaintiffs shall provide to the LWDA a copy
23 of this Order pursuant to Labor Code section 2699, subdivision (1)(3).

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

25
26 DATED: 8-2-24


Honorable Blaine K. Bowman
Judge of the Superior Court