

**FILED**

SUPERIOR COURT of CALIFORNIA  
COUNTY of SANTA BARBARA

**08/18/2023**

Darrel E. Parker, Executive Officer

BY Chavez, Terri

Deputy Clerk

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SANTA BARBARA**

11 MATT DEL CAMPO, on behalf of  
12 himself, the State of California, and others  
similarly situated and aggrieved,

13 Plaintiff,

15 v.

16 VENTURA INVESTMENT CO., a  
17 California corporation; and DOES 1-100,  
18 inclusive,

19 Defendants.

Case No.: 22CV-02147

Assigned for All Purposes to:

Hon. Colleen K. Sterne

Dept. 5

**~~PROPOSED~~ ORDER GRANTING  
RENEWED MOTION FOR APPROVAL OF  
SETTLEMENT UNDER PRIVATE  
ATTORNEYS GENERAL ACT AND  
JUDGMENT**

Date: August 14, 2023

Time: 10:00 a.m.

Dept: 5

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004  
2 (“PAGA”), Plaintiff Matt Del Campo’s Renewed Motion for Approval of Settlement under  
3 PAGA came before this Court 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 his letter to the Labor Workforce & Development Agency (“LWDA”) dated March 24, 2022 (the “LWDA Notice”), on behalf of all individuals who were employed  
8 by Defendant Ventura Investment Co. (“Ventura”) as non-exempt employees in California and  
9 who worked one or more pay periods during the PAGA Period of April 3, 2021 to December 31,  
10 2022.

11  
12 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and  
13 approve any settlement of any civil action filed pursuant to this part.” Labor Code section 2699(1)(2).  
14 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement,  
15 including the proposed PAGA penalties, under Labor Code section 2699(1)(2), having considered the  
16 papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing,  
17 HEREBY ORDERS AS FOLLOWS:

18 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

19 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of  
20 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other  
21 terms, as fair, reasonable, and adequate;

22 3. The Court finds further that all PAGA Group Members, including Plaintiff, have fully  
23 released, on behalf of themselves and their respective former and present representatives, agents,  
24 attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims  
25 that were, or reasonably could have been, alleged, based on the facts contained in the Operative  
26 Complaint and the PAGA Notice that arose during the PAGA Period, including PAGA civil penalty  
27 claims based on the following underlying Labor Code sections: 201-203, 204, 210, 226, 226.3,  
28 226.7, 512, 1194, 1197, 1198, 2802, as well as the applicable IWC Wage Order, sections 3, 7, 11,

1 and 12. The Release Period for the Released Claims shall be the PAGA Period of April 3, 2021 to  
2 December 31, 2022.

3 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State  
4 of California as to those claims brought in the Action, and shall bar any claim under PAGA brought by any  
5 person, including the PAGA Group Members, on behalf of the State of California, as to the Released  
6 Claims and Released Parties.

7 5. The Parties are directed to comply with all terms of the Settlement Agreement, and  
8 Defendant is directed to make all payments required by the Settlement Agreement;

9 6. Under the Settlement Agreement, Defendant agrees to pay the following amounts within  
10 fifteen (15) days of the Effective Date of the Settlement.

11 a. \$26,666.67 in attorney's fees to Crosner Legal, PC;  
12 b. \$4,529.88 in litigation costs to Crosner Legal, PC;  
13 c. \$2,800.00 in administration costs to Phoenix Settlement Administrators;  
14 d. \$38,503.45 in PAGA Penalties and, pursuant to Labor Code section 2699(i), the PAGA  
15 Penalties will be distributed 75 percent (approximately \$28,877.59) to the LWDA, and the remaining 25  
16 percent (approximately \$9,625.86) to the PAGA Group Members on a pro rata basis, as set forth in the  
17 Settlement Agreement.

18 7. The Court finds the amount of PAGA Penalties to be fair, reasonable and adequate, and  
19 furthers the purposes of PAGA. The Court finds further that the requested attorney's fees and litigation  
20 costs, and settlement administration costs, to be fair and reasonable. The Court approves these payments,  
21 and directs the Settlement Administrator to issue checks to Crosner Legal, P.C., the LWDA and PAGA  
22 Group Members, along with the Notice of PAGA Settlement, and itself, as set forth in the Settlement  
23 Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement; and

24 8. This document shall constitute a Judgment for purposes of California Rule of Court  
25 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the

26 /////

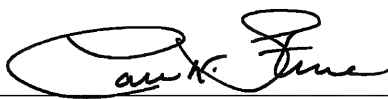
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1 purpose of supervising implementation, enforcement, construction, administration, and interpretation of the  
2 Settlement Agreement and this Judgment.

3 **IT IS SO ORDERED.**

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5  
6 Dated: **08/18/2023**

  
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Judge of the Superior Court  
**Colleen K. Sterne**

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