

OCT 16 2024

By: M. Acosta, Deputy

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

MARISSA GARCIA for the real party in
interest, the State of California,

Plaintiff,

v.

WINTRUST MORTGAGE, a division of BBT,
and DOES 1 through 50,

Defendants.

Case No. 37-2022-00019649-CU-OE-CTL

Judge: Hon. Robert C. Longstreth
Department: C-65

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S NOTICE OF
MOTION AND UNOPPOSED MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

Judge: Hon. Robert C. Longstreth
Department: C-65
Date: October 4, 2024
Time: 8:30 AM

1 Plaintiff Marissa Garcia's ("Plaintiff") Unopposed Motion for Approval of PAGA
2 Settlement ("Motion") pursuant to the Private Attorneys General Act of 2004, encoded in Labor
3 Code section 2698 et. seq. (hereinafter "PAGA") was heard in **Department C-65** of the above
4 entitled Court on **October 4, 2024, at 8:30 AM**. The Court has considered the Parties' proposed
5 settlement agreement and supporting exhibits, the Motion, and the declarations of Alex Asil
6 Mashiri and Tamim Jami and supporting exhibits filed in support thereof. On good cause shown,
7 this Court rules as follows:

8 WHEREAS on March 17, 2022, Plaintiff, through counsel, submitted a PAGA Notice to the
9 California Labor and Workforce Development Agency ("LWDA") and mailed a copy to Defendant
10 WINTRUST MORTGAGE, a division of BBT ("Defendant"), declaring his intent to proceed with
11 a representative action under the PAGA against Defendant for violations of the Labor Code;

12 WHEREAS Plaintiff filed the instant Lawsuit against Defendant on behalf of the State of
13 California, pursuant to the PAGA, subsequent to giving written notice to the LWDA and Defendant
14 as required by Labor Code section 2699.3;

15 WHEREAS the Parties desire to settle the Lawsuit solely for the purpose of avoiding the
16 burden, time, expense and uncertainty of continuing litigation, and for the purpose of putting to rest
17 the controversies that are the subject of the Lawsuit;

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

20 WHEREAS, pursuant to Labor Code section 2699(s)(2), Plaintiff provided notice of the
21 proposed settlement to the LWDA; and

22 WHEREAS the Court has reviewed and considered (1) the proposed settlement agreement,
23 (2) the notice and motion, (3) the declarations submitted in support thereof, and (4) the exhibit(s)
24 attached to the declarations submitted therewith.

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

- 26 1. The Court grants Plaintiff's Motion.
- 27 2. Pursuant to Labor Code section 2699, subdivision (s)(2), the Court approves the
- 28 Parties' Settlement Agreement under the PAGA. The Court also hereby approves, as to form and

1 content, the notice to be distributed to the Aggrieved Employees, attached as Exhibit 1 to this
2 Order.

3 3. The Court finds that the Gross Settlement Amount of \$410,000 is fair, reasonable, and
4 adequate. The Court further finds that the settlement has been reached through informed and arm's
5 length, non-collusive bargaining. The settlement recovery provides monetary value consistent with
6 the underlying purpose of PAGA. The Court also finds that the settlement will avoid delay and
7 risks if the Parties were to continue to litigate the case. The Court approves, adopts, and
8 incorporates by reference the terms and conditions of the Parties' Settlement Agreement, together
9 with the definitions used and contained therein. Of the **\$410,000** Gross Settlement Amount, the
10 judgment is awarded and allocated as follows:

11 (a) The Court finds that the requested fees of Plaintiff's Counsel, Mashiri Law Firm APC
12 and The Jami Law Firm P.C., of **\$136,666.67** are reasonable and this amount is therefore awarded;

13 (b) The Court finds that Plaintiff's Counsel's costs in the amount of **\$16,191.98** are
14 reasonable and this amount is therefore awarded;

15 (c) Administrative expenses of no more than **\$3,950** are to be paid to the settlement
16 administrator, Phoenix Class Action Administration Solutions;

17 (d) Of the remaining **\$253,191.35** awarded for civil penalties, 75%, or **\$189,893.51**, shall
18 be paid to the LWDA as required by Labor Code Section 2699(i) "for enforcement of labor laws,
19 including the administration of this part, and for education of employers and employees about their
20 rights and responsibilities under this code"; and the remaining 25%, or **\$63,297.84**, will be
21 distributed among the Aggrieved Employees according to the Parties' Settlement Agreement. The
22 Court notes that Labor Code section 2699(i) previously governed the distribution of civil penalties.
23 Recent legislative amendment to the PAGA statutes now require that 65% of the civil penalties be
24 distributed to the LWDA, with the remaining 35% allocated to aggrieved employees. (*See* Lab.
25 Code, § 2699(m).) These amendments, however, do not apply here, as they only affect cases where
26 the PAGA notice was filed on or after June 19, 2024. (*See* Lab. Code, § 2699(v)(2).)

27 4. The Court hereby enters Final Judgment in accordance with the terms of the Settlement
28 Agreement and this Order and Judgment. Accordingly, upon entry of this Order and Judgment, the

1 Parties shall effectuate and carry out the terms of the Settlement Agreement. This Judgment is
2 intended to be a final disposition in its entirety of the above captioned action. Plaintiff, the LWDA,
3 the Aggrieved Employees, and the State of California shall take nothing from Defendant except as
4 set forth in the Settlement Agreement and this Order and Judgment.

5 5. Upon complete funding of the Gross Settlement Amount, Plaintiff, the LWDA, all
6 Aggrieved Employees and the State of California shall be deemed and hereby are deemed to have
7 conclusively released and forever discharged the Released Parties from the Released Claims, as
8 defined in the Settlement Agreement, and are hereby permanently barred and enjoined from the
9 institution or prosecution of any and all Released Claims against the Released Parties.

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

13 7. The Settlement Agreement is not an admission of fault or any liability whatsoever by
14 Defendant, nor is this Order and Judgment a finding on the merits related to any allegations of
15 wrongdoing by Defendant. This Order and Judgment, the Settlement Agreement, any other
16 documents referred to herein, and any action taken to carry out the Settlement Agreement, may not
17 be construed as, or used as, an admission of any fault, wrongdoing, omission, or liability
18 whatsoever by or against Defendant or other Released Parties.

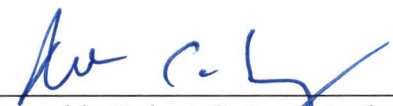
19 8. Within ten (10) days of entry and receipt of this Order, Plaintiff shall provide to the
20 LWDA a copy of this Order pursuant to Labor Code section 2699, subdivision (s)(3).

21 9. The court sets a compliance hearing for **July 11, 2025 at 8:30 a.m.** The settlement
22 administrator's report is to be filed by Plaintiff on or before **July 2, 2025.**

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

24 DATED:

10/16/24


Honorable Robert C. Longstreth
Judge of the Superior Court