

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com

WILSHIRE LAW FIRM

3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

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

JUN 23 2025

BY 
VALERIE URUENA, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ELIZABETH GARCIA, on behalf of the State of
California and other aggrieved persons,

Plaintiff,

v.

GIANT INLAND EMPIRE RV CENTER, INC.,
a California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: CIVSB2209435

PAGA REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Jessica
Morgan, Dept. S-26]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Date: June 23, 2025
Time: 8:30 a.m.
Dept.: S-26

Complaint Filed: May 6, 2022
Trial Date: not set

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010-1137

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT

[PROPOSED] ORDER

This matter came on for hearing on May 19, 2025 at 8:30 a.m. in Department S-26 of the above-entitled Court, the Honorable Jessica Morgan presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiff's Notice of Motion and Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's Motion is GRANTED.

The Court approves the PAGA Settlement Agreement ("Settlement") entered into by Plaintiff Elizabeth Garcia ("Plaintiff") and Defendant Giant Inland Empire RV Center, Inc., ("Defendant", and together with Plaintiff, the "Parties"), and hereby ORDERS as follows:

1. Defendant shall pay the Gross Settlement Amount of \$295,000.00 according to the terms of the Settlement.

2. The Net Settlement Amount means the Gross Settlement Amount minus the following: (a) \$98,333.33 allocated to Attorneys' Fees; (b) \$21,390.49 allocated to litigation costs; (c) \$5,750.00 allocated to Settlement Administrator Costs; and (d) \$7,500.00 allocated to Plaintiff as a Service Award.

(a) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of Attorneys' Fees in the amount of Ninety-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$98,333.33), to be paid from the Gross Settlement Amount.

(b) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of litigation costs in the amount of Twenty-One Thousand Three Hundred and Ninety Dollars and Forty-Nine Cents (\$21,390.49), to be paid from the Gross Settlement Amount.

(c) The Court approves payment to the Settlement Administrator, Phoenix Settlement Administrators, for its reasonable costs and fees to administer the Settlement, not to exceed Five Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$5,750.00), to be paid from the Gross Settlement Amount.

(d) The Court approves Seven-Thousand Five-Hundred Dollars and Zero Cents (\$7,500.00) to be paid to Plaintiff as a Service Payment for his efforts as a named plaintiff and representative for other PAGA Employees and the State of California, to be paid from the Gross Settlement Amount.

3. Of the Net Settlement Amount, 75% is allocated to the California Labor and Workforce Development Agency ("LWDA"); and 25% is allocated to the Individual PAGA Payments.

4. The "PAGA Period" is defined as the period from March 1, 2021 to April 29, 2024.

5. "Aggrieved Employees" are defined as a person employed by Defendant in California and classified as a non-exempt or hourly-paid employee who worked for Defendant during the PAGA Period.

6. "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final judicial approval of the Settlement.

7. The Court directs Defendant to fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator within 30 days of the Effective Date.

8. The amount of each Aggrieved Employee's Individual PAGA Payment will be calculated as follows: (a) the Settlement Administrator will divide the amount of the Aggrieved Employees' share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) the Settlement Administrator will multiply the result in Part A by each Aggrieved Employee's PAGA Period Pay Periods.

9. The Court directs the Parties and the Settlement Administrator to carry out the terms of the Settlement.

10. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's

1 terms.

2 11. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven (7)
3 days of the entry of the Order.

4 12. The above-referenced action and all claims asserted by Plaintiff individually and in
5 a representative capacity are hereby dismissed with prejudice.

6 13. Plaintiff shall give notice.

7 DATE:

JUN 23 2025



Christian Towns

Hon. ~~Jessica Morgan~~
San Bernardino County Superior Court