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VENTURA SUPERIOR COURT

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VENTURA SUPERIOR COURT

FILED

10/20/2023

Brenda L. McCormick
Executive Officer and Clerk
[Signature]
Cristal Alvarez

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Attorney for Plaintiffs
Kelly Del Manzano and Daniel Garcia

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

Kelly Del Manzano, individually, and
Daniel Garcia, individually, and on
behalf of other aggrieved employees
pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

The Rocket Fizz Soda Pop Shop, LLC,
a California corporation, and **Does 1**
through 10, inclusive,

Defendants.

Case No. 56-2023-00574163-CU-OE-VTA

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

Complaint Filed: January 4, 2023
Assigned To: Hon. Ronda McKaig
Department: 41

*Filed concurrently with Plaintiff's Notice and
Unopposed Motion for Court Approval of PAGA
Settlement; Declaration of Xavier Villegas; and
Declaration of Jodey Lawrence]*

DATE: October 12, 2023 (Reserved)
TIME: 8:30 a.m.
DEPT: 41

Trial Date: Not set.

Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"), Plaintiffs Kelly Del Manzano and Daniel Garcia's Motion for Approval of Settlement under PAGA came before this Court on October 12, 2023 a regularly noticed motion.

Plaintiff's Complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees (the "Allegedly Aggrieved Employees"), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiffs' complaint and their letter to the Labor Workforce & Development Agency

~~[PROPOSED]~~ ORDER GRANTING MOTION FOR APPROVAL OF PAGA SETTLEMENT

1 ("LWDA") dated May 23, 2022 (the "LWDA Notice"), on behalf of all individuals who were
2 employed by Defendant The Rocket Fizz Soda Pop Shop, LLC ("Ventura") as non-exempt
3 employees in California and who worked one or more pay periods during the PAGA Period of
4 May 23, 2021 to the date of the entry of this Order.

5 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review
6 and approve any settlement of any civil action filed pursuant to this part." Labor Code section
7 2699(l)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
8 PAGA Settlement, including the proposed PAGA penalties, under Labor Code section
9 2699(l)(2), having considered the papers filed in support of the proposed settlement and the
10 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

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

13 2. The Court finds in favor of settlement approval, and therefore approves the
14 PAGA Settlement of the above-captioned action, as set forth in the Joint Stipulation for PAGA
15 Settlement and each of the releases and other terms, as fair, reasonable, and adequate;

16 3. The Court finds further that all Allegedly Aggrieved Employees, including
17 Plaintiffs, on behalf of themselves and each of their heirs, representatives, successors, assigns,
18 and attorneys, have fully released the Released Parties from any and all claims for civil
19 penalties under PAGA alleged in the operative Complaint or that could have been alleged based
20 on the asserted facts and legal theories raised in the operative Complaint for civil penalties
21 under PAGA for failure to overtime wages, failure to provide meal breaks, failure to provide
22 rest breaks, pay minimum wages, failure to timely pay wages due at time termination or
23 resignation, failure to timely pay wages, failure to provide accurate, itemized wage statements,
24 failure to keep complete and accurate payroll records, and failure to reimburse necessary
25 business expenses (the "Released Claims"). "Released Parties" means Defendant and each and
26 all of its present, former and future controlling persons (including Richard Shane and Ryan
27 Morgan), parents, affiliates, business partners, subsidiaries, successors-in-interest, benefit
28 plans sponsored by such companies, staffing agencies, shareholders, owners, officers,

1 directors, principals, employees, agents, attorneys, insurers, managers, trustees, fiduciaries,
2 representatives, divisions, predecessors, successors, and assigns. The Release Period for the
3 Released Claims shall be the PAGA Period of May 23, 2021 to the date of the entry of this Order.

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

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

10 6. Under the Settlement Agreement, Defendant agrees to pay Thirty-Three
11 Thousand Dollars and Zero Cents (\$33,000) (the "Settlement Fund") two installments.
12 Defendant will fund the first installment payment of \$16,500 within fifteen calendar days after
13 the Effective Date of the PAGA Settlement. Defendant will fund the second installment of
14 \$16,500 within thirty calendar days after the first installment is due. The Settlement Fund is
15 inclusive of payments to the LWDA and Allegedly Aggrieved Employees, Plaintiff's Counsel
16 Payment and Settlement Administrator Costs. No portion of the Settlement Fund will revert to
17 Defendant. Plaintiff's Counsel requests an award of attorney's fees of \$11,000 and
18 reimbursement of actual litigation expenses of \$2,250.22. Defendant does not oppose these
19 requests. The Court finds the Settlement Fund is fair, reasonable and adequate, and approves
20 each of these payments, and directs the Settlement Administrator to make the following
21 payments from the Gross Settlement Amount:

- 22 a. \$11,000 in attorney's fees to Law Office of Xavier Villegas, APC;
- 23 b. \$2,250.22 in litigation costs to Law Office of Xavier Villegas, APC;
- 24 c. \$2,000 in administration costs to Phoenix Settlement Administrators;

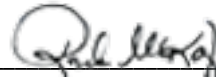
25 7. After deducting the foregoing payments, the estimated remainder of
26 approximately \$17,749.78 shall for the PAGA Fund. Pursuant to Labor Code section 2699(i),
27 the PAGA Fund will then be distributed 75 percent (approximately \$13,312.34) to the LWDA,
28 and the remaining 25 percent (approximately \$4,437.44) to the Allegedly Aggrieved

1 Employees on a pro rata basis, as set forth in the PAGA Settlement. The Court approves these
2 payments, and directs the Settlement Administrator to issue checks to the LWDA and Allegedly
3 Aggrieved Employees, along with the Notice of PAGA Settlement, attached as Exhibit "A" to the
4 PAGA Settlement, and to otherwise carry out its duties as set forth in the PAGA Agreement;
5 and

6 8. This document shall constitute a Judgment for purposes of California Rule of
7 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and
8 the Parties for the purpose of supervising implementation, enforcement, construction,
9 administration, and interpretation of the PAGA Settlement and this Judgment.

10 **IT IS SO ORDERED.**

11 Dated: October 12, 2023



Judge of the Superior Court
Ronda McKaig