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

JAN 29 2024

BY Victoria Sanchez
VICTORIA SANCHEZ, DEPUTY

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

KATHY MADISON and RAGEEM
MARABLE, on behalf of the State of
California, as private attorney generals,

Plaintiffs,

vs.

COMMUNITY ACTION PARTNERSHIP
OF SAN BERNARDINO COUNTY, a
California Nonprofit Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **CIVSB2219004**

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: January 29, 2024

Hearing Time: 8:30 a.m.

Judge: Hon. Jessica Morgan

Dept.: S26

Action Filed: August 31, 2022

Trial Date: Not Set

1 **ORDER AND JUDGMENT**

2 Plaintiffs Kathy Madison and Rageem Marable ("Plaintiffs") move for approval of the
3 settlement of Plaintiffs' claims under the California Labor Code Private Attorneys General Act
4 ("PAGA"), pursuant to California Labor Code § 2699(l), against Defendant Community Action
5 Partnership of San Bernardino County ("Defendant").

6 Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted
7 in this action and are authorized to act as private attorneys general with respect to the PAGA claims
8 being released under the terms of the PAGA Settlement Agreement ("Settlement Agreement"),
9 which is incorporated by reference. The California Labor Workforce Development Agency was
10 provided with notice of the Settlement and the motion for approval of the PAGA settlement via its
11 online process and no objection has been received to the settlement or the motion from the Labor
12 Workforce Development Agency.

13 The Parties seek approval of the settlement of Plaintiffs' PAGA claims and the PAGA
14 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
15 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
16 \$115,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed
17 \$5,000) for ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the
18 amount of \$38,333 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation
19 Expenses Payment in the amount of \$12,410.31. The PAGA Payment, which is the amount
20 remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses
21 Payment, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be
22 allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code,
23 of which 75% of the payment will be paid to the LWDA (no less than \$40,625.25) and 25% will be
24 paid to the Aggrieved Employees (no less than \$13,541.75).

25 The Court, having reviewed the evidence and papers submitted and argument of counsel,
26 pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiffs' motion and approves the
27 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
28

1 allocated and paid out as set forth in the Settlement Agreement.

2 The “Aggrieved Employees” are defined as all individuals who are or previously were
3 employed by Defendant Community Action Partnership of San Bernardino County in California and
4 classified as a non-exempt employee at any time during the PAGA Period. The PAGA Period is the
5 period from May 2, 2021 to May 10, 2023.

6 Upon the Effective Date of this Order and Judgment, Defendant and the Released Parties (as
7 defined in the PAGA Settlement Agreement) shall be entitled to a release of the Released PAGA
8 Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or
9 reasonably could have been alleged, based on the facts stated in the Operative Complaint
10 respectively, and the PAGA Notice submitted by Plaintiffs to the LWDA, which occurred during the
11 PAGA Period (including, alleged violations of Labor Code §§ 201-204 *et seq.*, 210, 218, 221,
12 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
13 Regulations, Title 8, Section 11040(5)(A)-(B) and all applicable Wage Orders). The Released
14 PAGA Claims does not include all other claims, including claims for vested benefits, wrongful
15 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
16 disability, social security, workers’ compensation, and California class claims, and PAGA claims
17 outside of the PAGA period. In no event shall the release of the Released PAGA Claims release any
18 individual claims of any individuals.

19 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
20 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
21 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
22 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any
23 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
24 this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as
25 to Plaintiffs, the Aggrieved Employees, or any other person, and Defendant specifically disclaims
26 any such liability or wrongdoing.

1 This claim asserted under PAGA in this action is dismissed with prejudice. The individual
2 claims of the Plaintiffs are dismissed with prejudice. In addition, the PAGA claims of Aggrieved
3 Employees during the PAGA Period are dismissed with prejudice. After entry of this Order and
4 Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction pursuant
5 to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the
6 Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits,
7 and to supervise and adjudicate any dispute arising from or in connection with the distribution of
8 settlement benefits.

9 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
10 **ENTERED ACCORDINGLY.**

11
12 DATED: 1/29/24



THE HONORABLE JESSICA MORGAN
JUDGE OF THE SUPERIOR COURT