

1 CROSNER LEGAL, P.C.
Michael Crosner (SBN: 41299)
2 mike@crosnerlegal.com
Zachary Crosner (SBN: 272295)
3 zach@crosnerlegal.com
433 N Camden Dr., Ste. 400
4 Beverly Hills, CA 90210
Telephone: (310) 496-5818
5 Fax: (310) 510-6429

6 Attorneys for Plaintiffs

7 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
LINDA K. CLAXTON, CA Bar No. 125729
8 400 South Hope Street, Suite 1200
Los Angeles, CA 90071
9 Telephone: 213.239.9800
Facsimile: 213.239.9045

10 Attorneys for Defendant

11 DEVELOPMENTAL CLIENT CARE INDUSTRIES, INC.

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF RIVERSIDE

14
15 ASHLEY MCCORD, individually, and on
behalf of all similarly situated,

16 Plaintiffs,

17 vs.

18 DEVELOPMENTAL CLIENT CARE,
19 INDUSTRIES, INC., and DOES 1 through 100,
inclusive,

20 Defendants.
21
22
23
24
25
26
27
28

Case No.: RIC1612928

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT AGREEMENT PURSUANT
TO THE PRIVATE ATTORNEY GENERAL
ACT AND DISMISSAL ENTERED
THEREON**

1 The Motion to Approve the PAGA Settlement Agreement (“Settlement Agreement”) in
2 accordance with Labor Code section 2699(1)(2) of the Private Attorney Act of 2004
3 (“PAGA”) came before this Court on a regularly noticed motion.

4 Plaintiff’s First Amended Complaint (“FAC”) contains causes of action under the PAGA
5 based on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226,
6 226.3, 512, 558, and 1174, and California Code of Regulations, Title 8, section 11050(4)(C)
7 and IWC Wage Order 5-2001, Section 4(C), as well as for Plaintiff’s individual (non-PAGA)
8 wage and hour causes of action, including (i) failure to pay split shift premiums; (ii)
9 inaccurate wage statements, as a result of unpaid split shift premiums; and (iii) failure to pay
10 all outstanding wages at separation, as a result of unpaid split shift premiums.

11 Plaintiff’s FAC seeks civil penalties on behalf of the State of California and others
12 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by
13 PAGA, in relation to alleged violations of those predicate statutes on behalf of all current and
14 former non-exempt employees of Defendant who, from September 1, 2015 through the date of
15 the entry of this Order and dismissal thereon, (i) worked split shifts, but were not paid all
16 associated split shift premiums; (ii) received wages more than seven (7) days after the close of
17 Defendant’s pay period; (iii) received inaccurate wage statements from Defendant, as a result
18 of unpaid split shift premiums; and/or (iv) did not receive all wages owed at the time of their
19 termination or resignation, as a result of unpaid split shift premiums.

20 The Court, having considered the PAGA Settlement, including proposed PAGA penalties,
21 embodied in the PAGA Settlement, as amended (attached hereto as Exhibit A) between Plaintiff Ashley
22 McCord and Defendant, pursuant to Labor Code section 2699(1)(2), having considered the papers filed
23 in support of the PAGA Settlement and the arguments of counsel, and good cause appearing, the Court
24 finds that:

- 25 1. In a settlement of a PAGA action brought by an aggrieved employee, the Court “shall review
26 and approve any settlement of any civil action filed pursuant to this part.” Cal. Lab. Code section
27 2699 (1)(2).
- 28 2. The instant Action present a good faith dispute of the claims alleged, and that settlement of the

1 PAGA claims for \$151,137.00, inclusive of attorney's fees and costs, is in all respects, fair,
2 adequate, and reasonable, and was reached as a result of intensive, serious, and non-collusive
3 arm's length negotiations.

- 4 3. Reduction of PAGA penalties pursuant to this Order and per Lab. Code, § 2699, subd. (e)(2) is
5 appropriate to prevent an unjust, arbitrary and oppressive, or confiscatory result;
- 6 4. Under the terms of the PAGA Settlement Agreement, as amended ("Settlement Agreement")
7 and in light of Defendant's potential exposure, an award of attorneys' fees to Plaintiff's counsel in
8 the amount of \$50,379.00 (1/3 of the gross settlement amount) and actual litigation expenses in
9 the amount of \$6,093.02 falls within the range of reasonableness and that the results achieved
10 justify the award.

11 NOW, THEREFORE, IT IS HEREBY ORDERED:

- 12 1. The Motion is GRANTED, and the Court approves the payment of \$151,137.00, inclusive
13 of attorney's fees, to resolve Plaintiff's PAGA claims, and shall be distributed as follows:
14 a. \$50,379.00 in attorney's fees to Crosner Legal, P.C.;
15 b. \$6,093.02 in litigation costs to Crosner Legal, P.C.;
16 c. \$3,300.00 to Phoenix Settlement Administrators for administration costs;
17 d. \$3,000.00 to Plaintiff for a Service Award
- 18 2. After deducting the foregoing payments, the remainder of \$88,364.98 shall form the Net
19 Settlement Fund. Pursuant to Labor Code section 2699(i), the Net Settlement Fund shall be
20 divided with 75% (\$66,273.73) being paid to the LWDA, and the remaining 25% (\$22,091.25)
21 paid to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement.
22 The Court approves these payments, and directs the Settlement Administrator to issue checks to
23 the LWDA and Aggrieved Employees, along with the Notice Letter (attached hereto as Exhibit
24 "B"), as set forth in the Settlement Agreement.
- 25 3. The Settlement Agreement shall be implemented in accordance with its terms. The Settling
26 Parties are directed to perform in accordance with the terms set forth in the Settlement
27 Agreement, including that Defendant is directed to make payments in accordance with the
28 Settlement Agreement.

1 4. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
2 purposes of supervising the implementation, enforcement, construction, administration, and
3 interpretation of the Settlement Agreement and this Order.

4 5. Plaintiff Ashley McCord's individual claims are dismissed with prejudice; and
5 Plaintiff Ashley McCord's claim pursuant to Labor Code Sections 2699, *et seq.* (PAGA) is dismissed
6 with prejudice as to Plaintiff Ashley McCord and without prejudice to all other Aggrieved Employees.
7

8 **IT IS SO ORDERED.**

9
10 Date: _____

Judge of the Superior Court