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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO
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11 ANGEL WALDEN, on behalf of the State of
12 California as the Real Party In Interest;

13 Plaintiff,

14 vs.

15 ADVANCED PAYROLL SOLUTIONS,
16 INC., a California Corporation; ADVANCED
17 REAL ESTATE SERVICES, INC., a
18 California Corporation; and DOES 1 through
19 20, inclusive;

20 Defendants.

Case No.: CIVSB2300104

*[Assigned to Hon. Jessica Morgan, Dept S26
for all purposes]*

**[PROPOSED] ORDER APPROVING
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

Complaint filed: 1/10/2023

FAC filed: 2/29/2024

21 The Motion to Approve a Settlement Pursuant to the Private Attorneys General Act of
22 2004, filed by Plaintiffs Angel Walden and Paige Collins, and based on the PAGA
23 Representative Action Settlement Agreement and Release of Claims (the “Settlement
24 Agreement”) entered into between Plaintiffs and Defendants Advanced Payroll Solutions, Inc.,
25 and Advanced Real Estate Services, Inc. (“Defendants”), came on for hearing on August 1,
26 2024, in accordance with Labor Code § 2699(1)(2).

27 Plaintiffs’ operative First Amended Complaint, and the relevant LWDA notice letters,
28 sought civil penalties against the Released Parties for the “Released PAGA Claims” on behalf
of the State of California and the “Aggrieved Employees” for claims arising during the “PAGA

Period.” These terms are defined in the Settlement Agreement as follows:

- “Released Claims” means “any and all rights and claims for civil penalties that Plaintiffs alleged against Defendants, on behalf of Aggrieved Employees and State of California, based on the facts stated in the operative Complaint in the Action and in the LWDA notice letters sent by Plaintiffs, including all PAGA claims seeking civil penalties premised upon (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to pay vested vacation, (f) failure to timely pay wages each period, (g) failure to timely pay wages upon separation of employment, (h) failure to provide accurate itemized wage statements, and (i) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* that were stated in the Complaint and based solely upon the facts alleged in the Complaint and the notices sent by Plaintiffs to the LWDA.”
- “Aggrieved Employees” means “all current and former nonexempt employees employed by Defendants in California at any time during the PAGA Period”
- “PAGA Period” means “the time period of November 6, 2021, through February 29, 2024”

The Court, having considered the Settlement, including proposed PAGA penalties, embodied in the Settlement Agreement (attached as Exhibit “C” to the Declaration of Brian Mankin, Esq. filed on or about July 9, 2024) between Plaintiffs and Defendants, pursuant to Labor Code § 2699(1)(2), having considered the papers filed in support of the application for court approval and the arguments of counsel, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. In a settlement of a PAGA action brought by an aggrieved employee, the Court “shall review and approve any settlement of any civil action filed pursuant to this part.” Cal. Lab. Code § 2699(1)(2).

1 2. The Court finds that the instant Action presented a good faith dispute of the
2 Released PAGA Claims as defined in the Settlement Agreement, and the Court finds in favor
3 of Settlement Approval and the Final Order is hereby entered resolving all claims set forth in
4 Plaintiffs' operative First Amended Complaint and LWDA notice letters pursuant to the terms
5 of the Settlement Agreement, and entering the Judgment described herein.

6 3. The Court approves the Settlement of the above-captioned action, as set forth in
7 the Settlement Agreement and each of the releases and other terms (including, without
8 limitation, the settlement of the Released PAGA Claims as defined therein), as fair, just,
9 reasonable, and adequate. The Parties are directed to perform in accordance with the terms set
10 forth in the Settlement Agreement, including that Defendants are directed to make payments in
11 accordance with the Settlement Agreement, by and through the Settlement Administrator.

12 4. By this Order and Judgment, and effective upon payment of the Gross
13 Settlement Fund by Defendants, Plaintiffs, the LWDA, and all Aggrieved Employees shall, for
14 the entire PAGA Period, be deemed to have fully released and discharged the Released Parties
15 from any and all Released PAGA Claims. The Parties are to bear their own costs, except as
16 otherwise provided in the Settlement Agreement.

17 5. In accordance with the Settlement Agreement, Defendants agreed to pay
18 \$300,000 (the "Settlement Amount"), inclusive of payments to the LWDA and Aggrieved
19 Employees, any Service Award to Plaintiffs, and attorneys' fees and litigation costs, and
20 Settlement Administrator costs. As part of the Settlement, Plaintiffs' Counsel sought an award
21 of attorney's fees of \$100,000.00, actual litigation expenses of \$12,480.28, a Service Award of
22 \$5,000 to each Plaintiff (\$10,000 in total), and \$6,500 in settlement administration costs that
23 are payable to the Settlement Administrator, Phoenix Settlement Administrators. Defendants
24 do not oppose these requests. The Court finds that the Settlement Amount is fair, reasonable
25 and adequate, and approves each of these payments set from the Settlement Amount, and
26 directs the following payments to be paid from the Settlement Amount within the time periods
27 set forth below and in the Settlement Agreement:
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- a. \$100,000.00 in attorneys' fees to Lauby Mankin Lauby LLP;
- b. \$12,480.28 in litigation costs to Lauby Mankin Lauby LLP;
- c. \$5,000.00 as a service award to Plaintiff Angel Walden, and \$5,000 as a service award to Plaintiff Paige Collins; and
- d. \$6,500 to Phoenix Settlement Administration for administration costs.

6. After deducting the foregoing payments, the remainder of approximately \$171,019.72 shall form the Net Settlement Amount, which will then be allocated pursuant to Labor Code § 2699(i) with 75 percent (\$128,264.79) being paid to the LWDA, and the remaining 25 percent (\$42,754.93) paid to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these payments and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, as set forth in the Settlement Agreement. The Court approves the proposed Notice of Settlement Payment to the Aggrieved Employees ((attached as Exhibit "G" to the Declaration of Brian Mankin, Esq. filed on or about July 9, 2024) and orders that the Settlement Administrator mail the Notice of Settlement Payment to the Aggrieved Employees with each Aggrieved Employee's respective settlement check.

7. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that, if for any reason a check is un-cashed, the check will be voided and the funds issued to the California State Controller in the name of the Aggrieved Employee who may claim the funds at a later date.

8. This order and the resulting judgment are entitled to the preclusive effect on Plaintiffs, the State of California, and the Aggrieved Employees, pursuant to *Arias v. Superior Court* (2009) 46 Cal.4th 969.

9. This document shall constitute a Judgment. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

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1 **IT IS SO ORDERED.**

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3 Dated: _____

4 Hon. Jessica Morgan
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