

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

Attorneys for Plaintiff Stephanie Becerra, on behalf of herself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

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

STEPHANIE BECERRA, on behalf of herself
and all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

CITRUS VILLAGE GC, INC., a California
corporation, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: CIV-SB-2308118

*Assigned to the Honorable Jessica Morgan,
Dept. S26*

**[PROPOSED] ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AWARDING ATTORNEYS’ FEES,
COSTS, SERVICE AWARD, AND
REIMBURSEMENT OF SETTLEMENT
ADMINISTRATION EXPENSES;
AUTHORIZING FILING OF SECOND
AMENDED COMPLAINT; AND
JUDGMENT ENTERED THEREON**

**Date: July 22, 2024
Time: 8:30 A.M.
Dept.: S26**

Complaint Filed: May 9, 2023

1 Plaintiff Stephanie Becerra's ("Plaintiff") Motion for an Order: (1) granting approval of
2 the proposed settlement of claims brought pursuant to the Private Attorneys General Act of 2004
3 (Cal. Labor Code § 2698 *et seq.*) ("PAGA") set forth in the Parties' Private Attorneys General Act
4 (Cal. Labor Code § 2698 *et seq.*) Settlement Agreement (the "Settlement" or "Settlement
5 Agreement"); (2) appointing Phoenix Settlement Administrators ("Phoenix") as the Settlement
6 Administrator and approving payment of its fees not to exceed \$7,950 from the Gross Settlement
7 Amount; (3) directing disbursement of the Gross Settlement Amount pursuant to the terms of the
8 Settlement Agreement; (4) directing payment of attorneys' fees and litigation costs from the Gross
9 Settlement Amount not to exceed \$64,281.11 to Counsel for Plaintiff; (5) directing a service
10 payment from the Gross Settlement Amount in the amount of \$5,000 to Plaintiff; (6) deeming the
11 Second Amended Complaint filed: and (7) entering Judgment thereon, came on for hearing before
12 this Court in Department S26, the Honorable Jessica Morgan presiding, on July 22, 2024.
13 Appearances were noted on the record.

14 Having reviewed the Settlement Agreement and duly considered the Parties' papers and
15 oral argument, and good cause appearing,

16 Plaintiff Stephanie Becerra ("Plaintiff") and defendant Citrus Village GC, Inc.
17 ("Defendant") (together, the "Parties") submitted their proposed Private Attorneys General Act
18 ("PAGA") Settlement Agreement ("Settlement Agreement") in this action for the Court's
19 approval, in accordance with Labor Code § 2699(1)(2), and have requested entry of Judgment as
20 follows:

21 Defendant has generally and specifically denied Plaintiff's claims and the proposition
22 that any PAGA penalties should be awarded in this action. Nonetheless, following a substantial
23 exchange of information and payroll records, the parties agreed to participate in mediation,
24 before an experienced PAGA mediator, and ultimately reached a mutually acceptable settlement,
25 subject to Court approval, which has been reduced to writing in the Settlement Agreement.

26 \\\

27 \\\

28

1 The Court, having carefully considered the Settlement Agreement, the pleadings, the
2 Parties' Stipulation and documents filed in support thereof, and for good cause appearing,
3 **HEREBY ORDERS THE FOLLOWING:**

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

7 2. The Court finds that the instant action presented a good faith dispute of the claims
8 alleged, and the Court finds in favor of settlement approval. Specifically, Plaintiff's Complaint
9 alleged claims and sought PAGA Penalties for, *inter alia*, alleged unpaid wages and overtime,
10 improper deductions, miscalculation and misapplication of the regular rate, missed meal periods
11 and rest breaks (and failure to pay associated premiums), wage statement violations and failure
12 to timely pay all wages due upon separation, for which Plaintiff sought PAGA penalties under
13 California Labor Code sections 201, 202, 203, 221, 224, 225.5, 226(a), 226.3, 226.7, 246, 510,
14 512, 558, 1194, 2699, *et seq.*, and applicable Industrial Welfare Commission Orders (the "PAGA
15 Claims").

16 3. The Court approves the Settlement of the above-captioned action, as set forth in
17 the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and
18 adequate. The Court further approves and appoints Phoenix Settlement Administrators to serve
19 as the Settlement Administrator. The Settling Parties are directed to perform in accordance with
20 the terms set forth in the Settlement Agreement.

21 4. Upon entry of this Order and Judgment, all of the PAGA Claims, as defined in
22 the Settlement Agreement, are resolved with prejudice as to Plaintiff and the Aggrieved
23 Employees, as detailed in the Settlement Agreement. The Parties are to bear their own costs and
24 fees, except as otherwise provided in the Settlement Agreement.

25 5. In accordance with the Settlement Agreement, Defendant agreed to pay the gross
26 sum of \$145,000 (the "Gross Settlement Amount"), inclusive of payments to Plaintiff, the
27 alleged aggrieved employees (the "PAGA Settlement Employees"), the LWDA, attorneys' fees
28

1 and litigation costs, the service award, and Settlement Administrator costs. As part of the
2 Settlement, Plaintiff's Counsel sought an award of attorney's fees in the amount of \$50,750,
3 litigation expenses of \$13,531.11, Settlement Administration Costs of \$7,950, and a Service
4 Award to Plaintiff of \$5,000. Defendant does not oppose these requests. The Court finds that
5 the Settlement Amount is fair, reasonable and adequate, and approves each of these payments
6 set from the Settlement Amount. The Court directs Defendants to fund the Gross Settlement
7 Amount in accordance with the Settlement Agreement at Section III, Paragraph 3.

8 6. After deducting the foregoing payments, the remainder of approximately
9 \$67,768.89 shall form the Net Settlement Amount. The Net Settlement Amount will then be
10 allocated pursuant to Labor Code § 2699(i), and shall be divided with 75 percent being paid to
11 the LWDA, and the remaining 25 percent paid to the PAGA Settlement Employees on a pro rata
12 basis, as set forth in the Settlement Agreement. The Court approves these payments and directs
13 the Settlement Administrator to issue checks to the LWDA and PAGA Settlement Employees,
14 along with the Notice Letter, as set forth Settlement Agreement.

15 7. The releases set forth in Section III, Paragraphs 6 and 7 of the Settlement
16 Agreement ("Releases"), and all defined terms used therein, are incorporated herein by
17 reference. Subject to the terms set forth therein, the Releases are effective upon the Court's
18 entry of this Order and Judgment. The terms of the Settlement Agreement and this Order and
19 Judgment are binding upon Plaintiff, the PAGA Settlement Employees, the LWDA, the State of
20 California, and each of their (as applicable) heirs, executors, administrators, successors and
21 assigns, and shall have *res judicata*, *collateral estoppel* and all other preclusive effect in all
22 pending and future claims, lawsuits or other proceedings, including all forms of alternative
23 dispute resolution, maintained by or on behalf of any such persons, to the extent those claims,
24 lawsuits or other proceedings involve rights and claims that are encompassed by the Releases.
25 Plaintiff and the PAGA Settlement Employees are hereby barred and enjoined from filing,
26 commencing, prosecuting, intervening in, participating in (as class members or otherwise,) or
27 receiving any benefits or other relief from, any other lawsuit, in any state or federal court,
28

1 arbitration, or administrative, regulatory or other proceeding, to the extent the claims at issue are
2 based on or encompassed within the Released Claims and as against any of the Released Parties,
3 as defined in the Settlement Agreement. Notwithstanding the foregoing, the continued
4 effectiveness of the Releases and their preclusive effects are contingent upon Defendant's
5 payment of the Gross Settlement Amount. If Defendant defaults on any of its payment
6 obligations under the Settlement Agreement, the Releases and their preclusive effects shall be
7 suspended until such default is cured in full.

8 8. Neither the fact of settlement, nor the Settlement Agreement is, or may be deemed
9 to be, or may be used as an admission or evidence of:

- 10 a. The validity of any claim released under the Settlement Agreement;
- 11 b. Any wrongdoing or liability of any person or entity released as part of the
12 Settlement Agreement; or
- 13 c. Any fault or omission in any civil, criminal or administrative proceeding
14 in any tribunal.

15 9. The Court approves the handling of uncashed checks set forth in the Settlement,
16 specifically that any such funds in the Settlement Administrator's account as a result of a failure
17 to timely cash a settlement check by a PAGA Settlement Employee shall be issued to the
18 California State Controller's Office in the name of the PAGA Settlement Employee.

19 10. Plaintiff's Second Amended PAGA Complaint ("Complaint") is deemed filed as
20 of the date of this Order. The Complaint contains a single cause of action under PAGA for
21 alleged violations of California Labor Code sections: 201, 202, 203, 221, 224, 225.5, 226(a),
22 226.3, 226.7, 246, 510, 512, 558, 1194, 2699, *et seq.*, and applicable Industrial Welfare
23 Commission Orders. Pursuant to the Complaint, Plaintiff seeks civil penalties on behalf of
24 herself, the State of California and all other similarly situated non-exempt aggrieved employees
25 (the "Aggrieved Employees"), as authorized by PAGA, in relation to Defendant's alleged
26 violations of those predicate statutes at any time during the PAGA Period of January 26, 2022,
27 through December 12, 2023.

1 11. This document shall constitute a Judgment, and the Court reserves exclusive and
2 continuing jurisdiction over the action and the Parties for the purposes of supervising the
3 implementation, enforcement, construction, administration, and interpretation of the Settlement
4 Agreement and this Judgment.

5
6 **IT IS SO ORDERED.**

7
8 Dated: _____

JUDGE OF THE SUPERIOR COURT