

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Subject to the approval of the Court, this Settlement Agreement (“Settlement Agreement” or “Settlement”) is made and entered into between Plaintiff **Stephanie Becerra**, acting in a private attorney general capacity, on behalf of the State of California on behalf of herself and all PAGA Settlement Employees, and Defendant **Citrus Village GC, Inc.** (collectively, the “Parties”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the matter entitled *Stephanie Becerra v. Citrus Village GC, Inc.*, pending in the San Bernardino County Superior Court of the State of California, Case No. CIV-SB-2308118.
2. “Complaint” means the Second Amended Complaint to-be-filed in the Action and attached hereto as **Exhibit B**.
3. “Defendant” means Citrus Village GC, Inc. (“Citrus Village”).
4. “Effective Date” of the Settlement means the date upon which the Court enters the Final Order.
5. “Final Order” refers to the order of the Court granting approval of this PAGA Settlement Agreement on substantially the terms provided herein or as may be modified by subsequent agreement of the Parties and entry of judgment.
6. “Gross Settlement Amount” is the sum of One Hundred Forty-Five Thousand Dollars and Zero Cents (\$145,000.00), which represents the total amount payable by Defendant Citrus Village under this Settlement Agreement for the release of the Released Claims and includes payments to all PAGA Settlement Employees, payment to the LWDA, payment of Plaintiff’s attorneys’ fees and costs, payment to the Settlement Administrator, and payment to Plaintiff for Plaintiff’s Service Award.
7. “Individual PAGA Payment” means the pro rata amount to be paid to each PAGA Settlement Employee from the twenty-five percent (25%) portion of the PAGA Payment allocated to employees; such individual share to be based on the number of pay periods during which a PAGA Settlement Employee worked for Citrus Village during the PAGA Period.
8. “LWDA” means the California Labor and Workforce Development Agency.
9. “LWDA Letters” means the letters Plaintiff submitted to the LWDA on January 26, 2023, March 2, 2023, March 7, 2023, and September 1, 2023.
10. “Net Settlement Amount” or “PAGA Payment” is the amount remaining to distribute to the LWDA and PAGA Settlement Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Plaintiff’s Attorneys’ Fees of up to 35% of the Gross Settlement Amount (projected to be Fifty Thousand Seven Hundred

Fifty Dollars and Zero Cents (\$50,750); (b) Plaintiff's Costs up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00); (c) Plaintiff's Service Award up to Five Thousand Dollars and Zero Cents (\$5,000.00); and (c) PAGA Settlement Administration costs currently estimated at Seven Thousand Nine Hundred Fifty Dollars and Zero Cents (\$7,950.00).

11. "Parties" means Plaintiff and Defendant.

12. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*

13. "PAGA Period" means the time period from January 26, 2022 through the earlier of December 12, 2023 or the Effective Date. As of November 17, 2023, Citrus Village estimated there were approximately 6,797 pay periods worked during the PAGA Period by approximately 283 PAGA Settlement Employees. Final updated figures will be provided to the Settlement Administrator following the approval of the settlement.

14. "PAGA Representative Counsel" means Gaines & Gaines, APLC, located at 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, California 91362.

15. "PAGA Settlement Employee" or "PAGA Settlement Employees" means and includes all current and former non-exempt employees who worked for Citrus Village in the State of California during the PAGA Period.

16. "Plaintiff" means Stephanie Becerra.

17. "Service Award" means the amount payable to Plaintiff in recognition of her efforts and work in prosecuting the Action, in the amount of Five Thousand Dollars (\$5,000.00) to be approved by the Court.

18. "QSF" means qualified settlement fund.

19. "Released Claims" means all claims, rights, demands, liabilities, and causes of action for civil penalties recoverable under PAGA, that were asserted or could have been asserted, assessed upon or collected from the Released Parties by or on behalf of Plaintiff, the PAGA Settlement Employees, the LWDA, the State of California, or any of its agencies, based on any of the facts or violations alleged in the Complaint or LWDA Letters, including claims for PAGA civil penalties under or based on any alleged violations of Labor Code sections: 201, 202, 203, 221, 224, 225.5, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1194, 2699, *et seq.*, the violation of any Industrial Welfare Commission Order, and any other claims asserted in the Action and operative Complaint.

20. "Released Parties" means Citrus Village GC, Inc., and includes any of Defendant's past, present, and future officers, directors, employees, agents, board members, shareholders, attorneys, insurers, reinsurers, partners, investors, members, representatives, predecessors, parent companies (including MB Holding, Inc.), subsidiaries, affiliates, divisions, successors, agents, and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

21. "Settlement Administrator" means Phoenix Settlement Administrators.

22. “PAGA Settlement Administration Costs” means the cost, currently estimated at Seven Thousand Nine Hundred Fifty Dollars and Zero Cents (\$7,950.00), to be paid to the Settlement Administrator for administering the Settlement, including sending checks and Settlement Notices to the PAGA Settlement Employees.

23. “Settlement Notice” means an explanatory letter to be sent by the Settlement Administrator to PAGA Settlement Employees, substantially in the form attached hereto as **Exhibit A**.

II. RECITALS

1. Citrus Village employed Plaintiff during the PAGA Period.

2. On January 26, 2023, March 2, 2023, March 7, 2023, and September 1, 2023, Plaintiff provided written notice to the LWDA and Defendant pursuant to Labor Code section 2699.3 of *inter alia* alleged violations of the California Labor Code and Industrial Welfare Commission Orders.

3. On April 6, 2023, Plaintiff filed the Action, pursuant to PAGA, on behalf of the State of California and other aggrieved employees alleging multiple violations of the California Labor Code and Industrial Welfare Commission Wage Orders by Defendant. It was subsequently amended on May 18, 2023. As part of this Settlement, Plaintiff seeks to file a Second Amended Complaint, in the form attached hereto as **Exhibit B**, which asserts all PAGA claims alleged against Defendant.

4. Defendant generally denies all of Plaintiff’s allegations in the Action, including all PAGA claims, and further specifically denies that Defendant or any of the Released Parties committed or engaged in any misconduct, statutory or regulatory violations, wrongdoing, or other actionable conduct of any kind.

5. The Parties have independently analyzed and investigated the facts and law relevant to this case through informal discovery and substantial pre-mediation disclosures, including, but not limited to, the employment policies, procedures, and practices implicated by the Complaints and/or the LWDA Letters; a 25% sampling of all timekeeping and payroll records for employees on whose behalf the Complaints and/or the LWDA Letters are asserted by Plaintiff; and summaries of data pertaining to the number of employees allegedly affected by the policies, procedures, and practices implicated by the Complaints and/or the LWDA Letters.

6. After evaluating the strengths and weaknesses of their respective positions, after considering the time, expense, and risk associated with litigating this case to judgment, and after engaging in arm’s-length settlement negotiations through informed counsel and mediation, before a highly experienced PAGA mediator, the Parties agreed to fully and finally, and exclusively, resolve the Released Claims as to Plaintiff and the PAGA Settlement Employees, subject to Court approval.

7. This Settlement contemplates the entry of an Order by the Court approving the payment allocated for settlement of PAGA penalties to the LWDA, Plaintiff and PAGA Settlement Employees, and the dismissal with prejudice of the Action.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement or the judgment to be entered in this Action pursuant to the terms of this Settlement Agreement shall be construed to be an admission: (1) by Plaintiff that her claims do not have merit or (2) by Defendant of any liability or wrongdoing as to Plaintiff, the PAGA Settlement Employees or any other person, and Defendant generally denies any such liability or wrongdoing. Defendant specifically denies any liability to Plaintiff or any other allegedly aggrieved employee for any alleged violation of his/her/their rights, or for any alleged violation of any order, law, statute, duty or contract. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Citrus Village shall pay One Hundred Forty-Five Thousand Dollars and Zero Cents (\$145,000.00) as the Gross Settlement Amount. Citrus Village will not pay more than the Gross Settlement Amount, except as otherwise stated in this Agreement.

3. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator as follows:

(1) One-Third of the Gross Settlement amount no later than thirty (30) days after the Effective Date;

(2) One-Third of the Gross Settlement amount no later than one (1) year after the Effective Date; and

(3) One-Third of the Gross Settlement amount no later than two (2) years after the Effective Date.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to be distributed to the LWDA and PAGA Settlement Employees:

a. **Plaintiff's Attorneys' Fees and Costs.** Defendant will not oppose Plaintiff's request for Plaintiff's Attorneys' Fees of up to 35% of the Gross Settlement Amount (projected to be Fifty Thousand Seven Hundred Fifty Dollars and Zero Cents (\$50,750.00)) and Plaintiff's Costs up to Fifteen Thousand Dollars (\$15,000.00) incurred in prosecuting this Action. In the event the Court approves a payment of less than the amount of fees and costs requested by Plaintiff, the difference will be added to the PAGA Payment.

b. **Administration Cost.** Defendant will not oppose the Settlement Administrator's costs, currently estimated at Seven Thousand Nine Hundred Fifty Dollars

(\$7,950), for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the PAGA Payment.

c. **Plaintiff's Service Award Payment:** Defendant will not oppose a request for service payment to Plaintiff in an amount up to Five Thousand Dollars and Zero Cents (\$5,000.00) in recognition of her efforts and work in prosecuting this Action. In the event the Court approves a payment of less than this amount, the difference will be added to the PAGA Payment.

5. **PAGA Payment.** A portion of the PAGA Payment will be allocated to the LWDA and the remainder will be allocated to PAGA Settlement Employees in settlement of the Released Claims. The PAGA Payment will be subject to Court approval consistent with California Labor Code section 2699.3(b)(4). Upon approval, the PAGA Payment shall be allocated as follows:

a. Seventy-five percent (75%) will be paid to the LWDA, as required by California Labor Code section 2699(i).

b. Twenty-five percent (25%) will be paid to the PAGA Settlement Employees, divided on a pro rata basis among them and distributed by the Settlement Administrator as Individual PAGA Payments, as required by California Labor Code section 2699(i).

c. The payments will be reported as penalties on IRS Forms 1099 issued to the LWDA and each PAGA Settlement Employee. The Settlement Administrator will be responsible for issuing to PAGA Settlement Employees and PAGA Representative Counsel any 1099 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

6. **Representative PAGA Release.** Upon the Effective Date, Plaintiff, as an individual, and as the representative of the PAGA Settlement Employees, the LWDA and the State of California, hereby forever and completely releases and discharges the Released Parties of and from all of the Released Claims, and thus, Plaintiff, the PAGA Settlement Employees, LWDA and the State of California will be forever barred from pursuing any of the Released Claims defined herein against Released Parties which arose during periods of employment in a non-exempt position in California during the PAGA Period. The Parties understand and agree that this release is limited to the Released Claims and does not otherwise impact the individual rights or claims of the PAGA Settlement Employees. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985, a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding," which the Final Order shall so reflect. Pursuant to *Arias* and *Cardenas v. McLane Foodservice, Inc.*, 796 F.Supp.2d 1246 (2011), the Final Order and judgment in this Action shall be binding on the PAGA Settlement Employees, LWDA, State of California and its agencies as to the Released Claims which arose during the PAGA Period, regardless of whether their settlement checks are cashed or not. The Parties further understand and agree that the continued effectiveness of this PAGA Release is contingent upon Defendant's payment of the Gross Settlement Amount. If Defendant defaults on any of its payment obligations under this Agreement, the PAGA Release set forth in this paragraph shall become ineffective until such default is cured in full.

7. **Separate Release and Individual Settlement by Plaintiff.** In addition to this Agreement, Plaintiff has entered into separate Confidential Settlement Agreement (“Individual Settlement Agreement”) with Defendant for all of her separate individual (non-PAGA) claims arising out of her employment with Defendant, in exchange for a full release of those claims. The Parties acknowledge and agree that the Individual Settlement Agreement and the covenants, promises and released claims contained therein shall not serve to modify or limit Plaintiff’s right to continue with this Action and seek the Court’s approval of this PAGA Settlement; however, Plaintiff shall have no right to be the representative of a class action lawsuit against Defendants. The Parties further agree that if for any reason the Effective Date does not occur with regard to this Settlement and/or the Final Order is not entered, then the Individual Settlement Agreement shall also be null and void.

8. **Filing of Request for Approval of PAGA Settlement by Plaintiff’s Counsel and Leave to Amend to File Second Amended Complaint**

The Parties will cooperate in obtaining, through an unopposed or joint motion/stipulation, an order from the Court approving the terms of this Agreement and filing the Second Amended Complaint in the form attached hereto as **Exhibit B**, at the earliest possible date following the execution of this Agreement. Plaintiff’s counsel shall be responsible for filing either a joint or unopposed motion / stipulation for approval of the Settlement. Plaintiff shall provide the requisite notice of this Settlement Agreement to the LWDA on or before the date Plaintiff requests approval of this Settlement Agreement from the Court. If the Court approves this Settlement, the Parties shall request that the Court enter a Final Order approving the settlement.

As part of the request to approve the Settlement, Plaintiff shall submit a proposed Final Order granting approval of this Settlement, and the Parties further agree to jointly request that the Court enter judgment in the form attached hereto as **Exhibit C**. The Court shall retain jurisdiction to enforce the terms of this Agreement. This Settlement is expressly conditioned upon the Court entering such a Final Order, approving this Settlement as set forth herein, and entry of judgment, disposing of the Action in its entirety and ensuring that this Settlement has a *res judicata* effect.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Settlement Administrator will be responsible for establishing a QSF and issuing payments and appropriate tax forms to PAGA Settlement Employees, the LWDA, and Plaintiff’s counsel.

2. **Provision of Information for PAGA Settlement Employees.** Within fourteen (14) calendar days after the Effective Date, Citrus Village will provide the information regarding the PAGA Settlement Employees to the Settlement Administrator. This information will include the name, most recently known address, social security number, and total pay periods worked by each of the PAGA Settlement Employees in a non-exempt position in California during the PAGA Period. The Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

The Settlement Administrator will calculate the amount to be received by each PAGA Settlement Employee. Within twenty (20) calendar days of the Effective Date, the Settlement

Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each PAGA Settlement Employee, and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for PAGA Settlement Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the PAGA Settlement Employees' addresses.

Within ten (10) calendar days of receiving each installment as set forth in Section III.3 above, the Settlement Administrator will issue pro-rata payments to: (a) PAGA Settlement Employees along with an explanatory letter accompanying each payment ("Settlement Notice"); (b) the LWDA; (c) Plaintiff's counsel; and (d) itself. Plaintiff shall be issued her entire Service Award Payment following the receipt of the first installment payment. The Settlement Notice shall be mailed to each PAGA Settlement Employee with their first installment disbursement.

4. **Undeliverable Notices.** Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or social security number of the PAGA Settlement Employees involved, and will then perform a single re-mailing. Individual PAGA Payment checks will remain negotiable for one hundred eighty (180) calendar days from issuance, and PAGA Settlement Employees will have one hundred eighty (180) calendar days from the date of issuance to cash their Individual PAGA Payment checks. If a PAGA Settlement Employee's check is returned to the Settlement Administrator with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the check to that PAGA Settlement Employee to that address, but this re-mailing will not extend the 180-day period to cash a check. Funds represented by Individual PAGA Payment checks returned as undeliverable and those Individual PAGA Payment checks remaining un-cashed for more than one hundred eighty (180) calendar days after issuance will be paid to the California State Controller in the name of the PAGA Settlement Employee who did not cash the check, from which the PAGA Settlement Employee may claim the funds. Neither Defendant, Defense Counsel, Plaintiff's Counsel nor Plaintiff will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, unauthorized negotiation of settlement checks or failure to timely cash a settlement check within the 180-day period.

Defendant fully discharges its obligations to those PAGA Settlement Employees who are entitled to an Individual PAGA Payment through the Settlement Administrator's mailing of a check, regardless of whether such checks are actually received and/or negotiated by PAGA Settlement Employees.

5. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed one hundred percent (100%) as penalties and paid via IRS Form 1099 issued to each

PAGA Settlement Employee. The Parties and their counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. **Escalator Clause.** Citrus Village estimates there have been approximately 6,797 pay periods worked during the PAGA Period to date by approximately 283 PAGA Settlement Employees. Should the total number of pay periods or PAGA Settlement Employees through the end of the PAGA Period exceed these estimates by 10% or more, the Gross Settlement Amount shall increase proportionately for each additional pay period and/or PAGA Settlement Employee in excess of the 10% threshold. The greater increase (pay periods v PAGA Settlement Employees) will control the increase to the Gross Settlement Amount.

2. **Cessation of Savings Plan Deduction Program and Changes to Regular Rate of Pay.** On or before the Effective Date, Defendant agrees to immediately cease its savings plan deduction program and begin including travel incentive pay into the regular rate of pay for purposes of computing overtime wages, double-time wages, meal and rest period premiums, and sick pay wages.

3. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties through informed counsel and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

4. **No Impact on Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to Plaintiff or any PAGA Settlement Employee under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under or any other monetary entitlement under Defendant's sponsored benefit plans, policies or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently or on a going-forward basis, as salary, earnings, wages or any other form of compensation for the purposes of any Defendant's benefit plan, policy, or bonus program. Defendant retains the right, if necessary, to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

5. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors and assigns.

6. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this Settlement Agreement, the Action, and Plaintiff's claims, except as otherwise set forth specifically herein.

7. **Authority.** Defendant represents and warrants that the undersigned have the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement.

8. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California.

9. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Claims. Excluded from this Section is a separate settlement agreement related to Plaintiff's individual claims. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto.

10. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions, without prejudice. Neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect.

11. **Continuing Jurisdiction.** After approval of this Settlement and entry of the judgment in the Action, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement and judgment, (ii) Settlement administration matters, and (iii) such matters as may be appropriate under court rules or as set forth in this Settlement Agreement. The Parties further agree that this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and PAGA Settlement Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

12. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest.

13. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

14. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, DocuSign, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

15. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

16. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable. Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

17. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

18. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

19. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

20. **Dispute(s).** Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

21. **Non-Evidentiary Use.** Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any other action or proceeding except for purposes of establishing the Released Claims have been settled; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

22. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement

Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

23. **No Public Comment.** Neither the Parties nor their counsel shall make or issue any public statements to the press or any other third party, nor post any information on websites or other public forums, concerning the Action in any way.

24. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

25. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

26. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith.

27. **Acceleration; Time is of the Essence.**

Time is of the essence with respect to all provisions of this Agreement. In the event of an uncured default, all unpaid amounts shall be due and payable with interest at the legal rate from the date of default.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

[SIGNATURES ON NEXT PAGE]

Dated: 11 / 29 / 2023

By: 
Plaintiff Stephanie Becerra

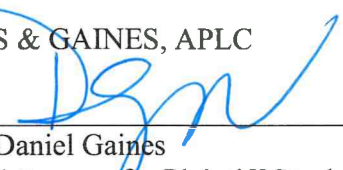
Dated: _____

By: _____
Defendant Citrus Village GC, Inc.

Approved as to form:

Dated: 11/30/2023

GAINES & GAINES, APLC


Daniel Gaines
Attorneys for Plaintiff Stephanie Becerra

PARKER, MILLIKEN, CLARK, O'HARA, &
SAMUELIAN

Dated: _____

Michael Mellema
Attorneys for Defendant Citrus Village GC,
Inc.

Dated: _____

By: _____
Plaintiff Stephanie Becerra

Dated: 12-11-23

By: 

Defendant Citrus Village GC, Inc.
President

Approved as to form:

GAINES & GAINES, APLC

Dated: _____

Daniel Gaines
Attorneys for Plaintiff Stephanie Becerra

PARKER, MILLIKEN, CLARK, O'HARA, &
SAMUELIAN

Dated: 12-11-23



Michael Mellema
Attorneys for Defendant Citrus Village GC,
Inc.

EXHIBIT A

«DATE»

«FIRST_NAME» «LAST_NAME»

«ADDRESS 1»

«ADDRESS 2»

Re: Settlement Payment from *Becerra v. Citrus Village GC, Inc.*

Dear «FIRST_NAME» «LAST_NAME»

By order of the San Bernardino County Superior Court, enclosed is the [first] of three annual payments to which you are entitled from the settlement of the *Stephanie Becerra v. Citrus Village GC, Inc.*, litigation filed in the San Bernardino County Superior Court, Case No. CIV-SB-2308118 (the “Lawsuit”).

The Lawsuit was filed against Citrus Village GC, Inc. (referred to as “Defendant”) under the California Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.* (abbreviated “PAGA”) for alleged violations of the California Labor Code. Stephanie Becerra (“Plaintiff”) alleged this PAGA claim on behalf of the State of California and all current and former non-exempt employees who worked for Defendant in the State of California from January 26, 2022 through [REDACTED] (“PAGA Members”). You have been identified as a PAGA Member, on whose behalf the case was brought.

In the Lawsuit, Plaintiff claimed Defendant owed civil penalties under PAGA for violating certain provisions of the California Labor Code, including allegations that Defendant: (1) made unlawful deductions from wages; (2) failed to pay all meal and rest period premiums, overtime wages, and sick pay wages; (3) failed to pay all overtime wages earned; (4) failed to provide rest periods; (5) failed to provide meal periods; (6) failed to pay wages timely upon separation of employment; and (7) failed to provide complete and accurate itemized wage statements under Labor Code § 226. Defendant vigorously denies that it violated any provisions of the California Labor Code and contends that its policies and practices regarding the payment of wages, overtime, meal periods and rest breaks, and wage statements were fully compliant. Nevertheless, without admitting any wrongdoing, Defendant has agreed resolve the Lawsuit by way of settlement to avoid further costs associated with ongoing litigation.

The San Bernardino County Superior Court has not ruled on the merits of the Lawsuit, but it has approved the settlement between the Parties, including the settlement amount to be paid by Defendant. Pursuant to California law, a portion of that settlement amount goes to the State of California’s Labor and Workforce Development Agency, (“LWDA”). Another portion of the settlement amount goes to the PAGA Members. The settlement of this Lawsuit and Final Approval Order and Judgment releases only claims for civil penalties alleged under PAGA and does not in any way otherwise affect or release any individual PAGA Member’s rights.

You are receiving this payment as your proportionate share of the [first] of three payments due under the settlement. You have 180 days to cash the settlement check. If you do not cash your check by this date, the money will be transferred to the State of California Unclaimed Property Fund, from which you may recover the money at a future time. You will receive an IRS Form 1099 form for the amount of your settlement check, if required by law. If you have lost or misplaced your settlement check, you should contact the Administrator at the toll-free number shown at the top of this letter. It is strongly recommended that all checks be cashed immediately upon receipt. Defendant will not in any manner retaliate against any individual who cashes their settlement check.

You are not a party to the Lawsuit, but you and the State of California will be bound by the order in this matter approving the settlement and entering judgment in the Lawsuit, as well as to the release of claims in this Lawsuit, only as to civil penalties under PAGA. If you have

any questions, you can contact the settlement administrator (whose contact information is at the top of this letter) or visit the following website: [\[INSERT WEBSITE\]](#).

**PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH ANY
QUESTIONS ABOUT THE LAWSUIT OR THE SETTLEMENT**

EXHIBIT B

1 DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
2 ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
3 EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
4 **GAINES & GAINES, APLC**
4550 East Thousand Oaks Boulevard, Suite 100
5 Westlake Village, CA 91362
Telephone: (818) 703-8985
6 Facsimile: (818) 703-8984

7 Attorneys for Plaintiff Stephanie Becerra, on behalf of herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*
8

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

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

13 Plaintiff,

14 v.

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

17 Defendants.
18
19
20

CASE NO: CIV-SB-2308118

*Assigned to the Honorable Jeffrey R. Erickson,
Dept. S14*

**SECOND AMENDED
REPRESENTATIVE ACTION
COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 221, 224, 226(a), 226.7, 246,
510, 512, AND 1194 AND PURSUANT TO
LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§
225.5, 226.3, AND 558**

Complaint Filed: April 6, 2023

1 Plaintiff STEPHANIE BECERRA (“Plaintiff”), on behalf of herself and others as an
2 “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, codified as
3 Labor Code § 2698 *et seq.*, complains of CITRUS VILLAGE GC, INC., a California corporation,
4 and/or any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”), as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other non-exempt California employees who currently work or formerly worked for
9 Defendants (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Failing to pay all wages due to Plaintiff and other Aggrieved Employees by
15 making unlawful deductions from their wages, in violation of Labor Code §§ 221, 224, 225.5, 510,
16 and 1194. Labor Code § 221 states that it is “unlawful for any employer to collect or receive from an
17 employee any part of wages theretofore paid by said employer to said employee.” Defendants’
18 practice of unlawfully deducting wages from Plaintiff and other Aggrieved Employees violates Labor
19 Code §§ 221, 224, 225.5, 510 and 1194;

20 b. Failing to properly blend bonuses and other non-base hourly wages, including,
21 but not limited to, travel incentive wages, earned by Plaintiff and other Aggrieved Employees into
22 their regular rate of pay for purposes of paying them meal and rest period premiums, overtime wages,
23 and sick pay wages at the correct rates, in violation of Labor Code §§ 226.7, 246, 510, 512, 558, and
24 1194. Defendants paid Plaintiff and other Aggrieved Employees bonuses and other non-base hourly
25 wages, including, but not limited to, travel incentive wages; however, Defendants failed to properly
26 blend these wages, and instead paid Plaintiff and other Aggrieved Employees meal and rest period
27 premiums, overtime wages, and sick pay wages based only on the base hourly rate of pay, thus
28

1 depriving Plaintiff and other Aggrieved Employees of all meal and rest period premiums, overtime
2 wages, and sick pay wages earned. This violates Labor Code §§ 226.7, 246, 510, 512, 558, and 1194.

3 c. Failing to pay Plaintiff and Aggrieved Employees all overtime wages due
4 during the course of employment, in violation of Labor Code §§ 510, 558, and 1194. Defendants paid
5 Plaintiff and Aggrieved Employees straight time wages only, with no adjustment for premium
6 overtime wages. Specifically, Plaintiff and other Aggrieved Employees would work in excess of 8
7 hours per day, but were never properly compensated for work performed in excess of eight (8) hours
8 in a workday or forty (40) hours in a workweek at a rate of no less than one and one-half times the
9 regular rate of pay. This violates Labor Code §§ 510, 558, and 1194;

10 d. Failing to pay correct premium wages to Plaintiff and Aggrieved Employees
11 who were denied off-duty rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No.
12 2-2001. Plaintiff and Aggrieved Employees were routinely unable to take a 10-minute rest period for
13 every four (4) hours of work or major fraction thereof, but were not paid premium wages of one
14 hour's pay for each missed rest period. Plaintiff and Aggrieved Employees were simply denied and
15 not authorized to take their legally entitled rest periods. Rest periods were not free of employee control
16 and Plaintiff and Aggrieved Employees were never paid correct premium wages for missed rest
17 periods. This violates Labor Code § 226.7 and IWC Wage Order No. 2-2001;

18 e. Failing to pay correct premium wages to Plaintiff and Aggrieved Employees
19 who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558, and IWC
20 Wage Order 2-2001. Plaintiff and Aggrieved Employees were routinely denied, and not authorized
21 to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five
22 hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded
23 ten hours, but were not paid correct premium wages of one hour's pay for each missed first or second
24 meal period. When Plaintiff and Aggrieved Employees were able to take a meal period, they were
25 often late or cut short. This violates Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 2-
26 2001;

27 f. Failing to provide Plaintiff and Aggrieved Employees with wage statements
28 that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Plaintiff and

1 Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements
2 provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code
3 §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net
4 wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in
5 effect during the pay period and the corresponding number of hours worked at each hourly rate, in
6 violation of Labor Code §§ 226(a)(9) and 226.3; and

7 g. Failing to timely pay Plaintiff and Aggrieved Employees all wages due at the
8 separation of their employment based on the time frames required by Labor Code §§ 201 and 202. As
9 stated above, Plaintiff and Aggrieved Employees were not paid all wages due during the course of
10 their employment and, as a result of this failure, they were not timely paid all wages due at the
11 separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of
12 Plaintiff and certain Aggrieved Employees no longer employed by Defendants.

13 3. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code §
14 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

15 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
16 The Labor Code violations alleged against Defendants herein arose San Bernardino County,
17 California.

18 II.

19 PARTIES

20 A. Plaintiff

21 5. Plaintiff STEPHANIE BECERRA was employed by Defendants as a non-exempt
22 employee from approximately October 2021 through September 2022 in San Bernardino County,
23 California.

24 B. Defendants

25 6. Defendant CITRUS VILLAGE GC, INC. is a California corporation that employed
26 Plaintiff and Aggrieved Employees in San Bernardino County, California.

27 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
28 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who

1 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
2 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
3 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
4 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
5 designated hereinafter as DOES when such identities become known.

6 8. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
7 in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme,
8 business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally
9 attributable to the other Defendants.

10 9. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
11 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
12 provisions of the California Labor Code as alleged herein.

13 **III.**

14 **CAUSES OF ACTION**

15 **FIRST CAUSE OF ACTION**

16 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
17 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR**
18 **CODE §§ 201, 202, 221, 224, 226(a), 226.7, 246, 510, 512, AND 1194 AND PURSUANT TO**
19 **LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 225.5, 226.3, AND 558**

20 10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set
21 forth herein.

22 11. As a result of the acts alleged above, including the Labor Code violations set forth in
23 paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

24 12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to
25 penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

- 26 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
27 each subsequent violation of Labor Code §§ 201, 202, 221, 224, 226(a), 226.7,
28 246, 510, 512, and 1194; and

b. Pursuant to Labor Code § 2699(f), the penalties as authorized by Labor Code §§ 225.5, 226.3, and 558.

13. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

14. On January 26, 2023, March 2, 2023, March 7, 2023, and September 1, 2023, Plaintiff sent letters, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of January 26, 2023, March 2, 2023, March 7, 2023, or September 1, 2023. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

IV.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;

2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;

3. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable law; and

4. Such other and further relief as this Court may deem just and proper.

Dated: November 29, 2023

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: _____
DANIEL F. GAINES
EVAN S. GAINES
Attorneys for Plaintiff

EXHIBIT C

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
EVAN S. GAINES, ESQ. SBN 287668
evan@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.

Michael B. Mellema (SBN 247323)
PARKER MILLIKEN CLARK O’HARA & SAMUELIAN
A Professional Corporation
515 S. Figueroa St., 8th Floor
Los Angeles, California 90071
Telephone: (213) 683-6500
mmellema@pmcos.com

Counsel for defendant CITRUS VILLAGE GC, INC.

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. CIVSB 2308118
Hon. Jessica Morgan
Department S-14

**[PROPOSED] ORDER AUTHOIRIZING
PLAINTIFF LEAVE TO FILE A SECOND
AMENDED COMPLAINT; APPROVING
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT;
AND JUDGMENT ENTERED THEREON**

**ORDER AUTHOIRIZING PLAINTIFF LEAVE TO FILE A SECOND AMENDED COMPLAINT;
APPROVING SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT; AND
JUDGMENT ENTERED THEREON**

1 Pursuant to a Joint Stipulation filed on _____, plaintiff Stephanie Becerra (“Plaintiff”)
2 and defendant Citrus Village GC, Inc. (“Defendant”) (together, the “Parties”) submitted their
3 proposed Private Attorneys General Act (“PAGA”) Settlement Agreement (“Settlement
4 Agreement”) in this action for the Court’s approval, in accordance with Labor Code §
5 2699(1)(2), and have requested entry of Judgement as follows:

6 Plaintiff’s Second Amended PAGA Complaint (“Complaint”) is deemed filed as of the
7 date of this Order.

8 The Complaint contains a single cause of action under PAGA for alleged violations of
9 California Labor Code sections: 201, 202, 203, 221, 224, 225.5, 226(a), 226.3, 226.7, 246, 510,
10 512, 558, 1194, 2699, *et seq.*, and applicable Industrial Welfare Commission Orders. Pursuant
11 to the Complaint, Plaintiff seeks civil penalties on behalf of herself, the State of California and
12 all other similarly situated non-exempt aggrieved employees (the “Aggrieved Employees”), as
13 authorized by PAGA, in relation to Defendant’s alleged violations of those predicate statutes at
14 any time during the PAGA Period of January 26, 2022, through the earlier of December 12,
15 2023 or the date this Final Order is entered.

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

22 The Court, having carefully considered the Settlement Agreement, the pleadings, the
23 Parties’ Stipulation and documents filed in support thereof, and for good cause appearing,
24 HEREBY ORDERS THE FOLLOWING:

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

28 2. The Court finds that the instant action presented a good faith dispute of the
**ORDER AUTHORIZING PLAINTIFF LEAVE TO FILE A SECOND AMENDED COMPLAINT;
APPROVING SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT; AND
JUDGMENT ENTERED THEREON**

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

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

4. All of the PAGA Claims, as defined in the Settlement Agreement, are dismissed with prejudice as to Plaintiff and the Aggrieved Employees, as detailed in the Settlement Agreement. The Parties are to bear their own costs and fees, except as otherwise provided in the Settlement Agreement.

5. In accordance with the Settlement Agreement, Defendant agreed to pay the gross sum of \$145,000 (the “Gross Settlement Amount”), inclusive of payments to Plaintiff, the alleged aggrieved employees (the “PAGA Settlement Employees”), the LWDA, attorneys’ fees and litigation costs, the service award, and Settlement Administrator costs. As part of the Settlement, Plaintiff’s Counsel sought an award of attorney’s fees in the amount of \$50,750, litigation expenses of \$15,000, Settlement Administration Costs of \$7,950, and a Service Award to Plaintiff of \$5,000. Defendant does not oppose these requests. The Court finds that the Settlement Amount is fair, reasonable and adequate, and approves each of these payments set from the Settlement Amount. The Court directs Defendants to fund the Gross Settlement Amount in accordance with the Settlement Agreement at Section III, Paragraph 3.

1 6. After deducting the foregoing payments, the remainder of approximately \$66,300
2 shall form the Net Settlement Amount. The Net Settlement Amount will then be allocated
3 pursuant to Labor Code § 2699(i), and shall be divided with 75 percent being paid to the
4 LWDA, and the remaining 25 percent paid to the PAGA Settlement Employees on a pro rata
5 basis, as set forth in the Settlement Agreement. The Court approves these payments and directs
6 the Settlement Administrator to issue checks to the LWDA and PAGA Settlement Employees,
7 along with the Notice Letter, as set forth Settlement Agreement.

8 7. The releases set forth in Section III, Paragraphs 6 and 7 of the Settlement
9 Agreement (“Releases”), and all defined terms used therein, are incorporated herein by
10 reference. Subject to the terms set forth therein, the Releases are effective upon the Court’s
11 entry of this Order and Judgment. The terms of the Settlement Agreement and this Order and
12 Judgment are binding upon Plaintiff, the PAGA Settlement Employees, the LWDA, the State of
13 California, and each of their (as applicable) heirs, executors, administrators, successors and
14 assigns, and shall have *res judicata*, *collateral estoppel* and all other preclusive effect in all
15 pending and future claims, lawsuits or other proceedings, including all forms of alternative
16 dispute resolution, maintained by or on behalf of any such persons, to the extent those claims,
17 lawsuits or other proceedings involve rights and claims that are encompassed by the Releases.
18 Plaintiff and the PAGA Settlement Employees are hereby barred and enjoined from filing,
19 commencing, prosecuting, intervening in, participating in (as class members or otherwise,) or
20 receiving any benefits or other relief from, any other lawsuit, in any state or federal court,
21 arbitration, or administrative, regulatory or other proceeding, to the extent the claims at issue
22 are based on or encompassed within the Released Claims and as against any of the Released
23 Parties, as defined in the Settlement Agreement. Notwithstanding the foregoing, the continued
24 effectiveness of the Releases and their preclusive effects are contingent upon Defendant’s
25 payment of the Gross Settlement Amount. If Defendant defaults on any of its payment
26 obligations under the Settlement Agreement, the Releases and their preclusive effects shall be
27 suspended until such default is cured in full.

28 8. Neither the fact of settlement, nor the Settlement Agreement is, or may be
**ORDER AUTHORIZING PLAINTIFF LEAVE TO FILE A SECOND AMENDED COMPLAINT;
APPROVING SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT; AND
JUDGMENT ENTERED THEREON**

1 deemed to be, or may be used as an admission or evidence of:

2 a. The validity of any claim released under the Settlement Agreement;

3 b. Any wrongdoing or liability of any person or entity released as part of the Settlement
4 Agreement; or

5 c. Any fault or omission in any civil, criminal or administrative proceeding in any
6 tribunal.

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

11 10. This document shall constitute a Judgment, and the Court reserves exclusive and
12 continuing jurisdiction over the action and the Parties for the purposes of supervising the
13 implementation, enforcement, construction, administration, and interpretation of the Settlement
14 Agreement and this Judgment.

15
16 Dated: _____

17 Hon. Jessica Morgan
18
19
20
21
22
23
24
25
26
27