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to Labor Code § 2698 et seq.

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**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 December 14, 2023, plaintiff Stephanie Becerra
2 (“Plaintiff”) and defendant Citrus Village GC, Inc. (“Defendant”) (together, the “Parties”)
3 submitted their proposed Private Attorneys General Act (“PAGA”) Settlement Agreement
4 (“Settlement Agreement”) in this action for the Court’s approval, in accordance with Labor
5 Code § 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

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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

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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: _____

Hon. Jessica Morgan