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

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

15 STEPHANIE BECERRA, on behalf of herself
16 and all "aggrieved employees" pursuant to Labor
17 Code § 2698 *et seq.*,

18 Plaintiff,

19 v.

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

22 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 \$7,950.00 from the Gross
7 Settlement Amount; (3) directing disbursement of the Gross Settlement Amount pursuant to the
8 terms of the Settlement Agreement; (4) directing payment of attorneys' fees and litigation costs
9 from the Gross Settlement Amount not to exceed ~~\$64,281.11~~ \$61,864.44 to Counsel for Plaintiff;
10 (5) directing a service payment from the Gross Settlement Amount in the amount of \$5,000.00 to
11 Plaintiff; (6) deeming the Second Amended Complaint filed; and (7) entering Judgment thereon,
12 came on for hearing before this Court in Department S26, the Honorable Jessica Morgan presiding,
13 on July 22, 2024. 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.

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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 \$145,000.00 (the "Gross Settlement Amount"), inclusive of payments to Plaintiff, the
27 alleged aggrieved employees (the "PAGA Settlement Employees"), the LWDA, attorneys' fees
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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
3 ~~\$50,750~~48,333.33, litigation expenses of \$13,531.11, Settlement Administration Costs of
4 \$7,950.00, and a Service Award to Plaintiff of \$5,000.00. Defendant does not oppose these
5 requests. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
6 approves each of these payments set from the Settlement Amount. The Court directs Defendants
7 to fund the Gross Settlement Amount in accordance with the Settlement Agreement at Section
8 III, Paragraph 3.

9 6. After deducting the foregoing payments, the remainder of approximately
10 ~~\$67,768.89~~70,365.56 shall form the Net Settlement Amount. The Net Settlement Amount will
11 then be allocated pursuant to Labor Code § 2699(i), and shall be divided with 75 percent being
12 paid to the LWDA, and the remaining 25 percent paid to the PAGA Settlement Employees on a
13 pro rata basis, as set forth in the Settlement Agreement. The Court approves these payments and
14 directs the Settlement Administrator to issue checks to the LWDA and PAGA Settlement
15 Employees, along with the Notice Letter, as set forth Settlement Agreement.

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

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

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

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

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

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

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8 **IT IS SO ORDERED.**

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10 Dated: 7/22/24


JUDGE OF THE SUPERIOR COURT
Jessica Morgan