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ENDORSED

NOV 25 2024

CLERK OF THE NAPA SUPERIOR COURT
By: **S. TRENT-TILLAGE**
DEPUTY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF NAPA**
10 **UNLIMITED JURISDICTION**

11 AZUCENA ALONZO-GALEANA, an
12 individual,

13 Plaintiff,

14 v.

15 NAPAIDENCE OPCO, LLC, d.b.a. NAPA
16 POST ACUTE a California limited liability
17 company; and DOES 1-25, inclusive,

18 Defendants.

Case No. 23CV000514

~~PROPOSED~~ ORDER APPROVING
SETTLEMENT OF LABOR CODE §2698,
et seq. PRIVATE ATTORNEYS GENERAL
ACT ("PAGA") CLAIMS

Date: November 15, 2024
Time: 8:30 a.m.
Dept.: A

Case Filed: April 25, 2023
Trial Date: None set

19
20 On November 15, 2024, at 8:30 a.m., or as soon thereafter as the matter could be heard, in
21 Department A of this Court, before the Honorable Cynthia P. Smith, this motion came on
22 regularly for hearing. All parties were represented by counsel. After briefing and argument, the
23 Court rules as follows:

24 On October 17, 2024, Plaintiff filed an unopposed Motion for Approval of Settlement of
25 Labor Code Section 2698, *et seq.*, Private Attorneys General Act ("PAGA") Claims and
26 supporting documentation. The Court received and considered Plaintiff's Motion, the declaration
27 and exhibits in support thereof, the Settlement Agreement, and other evidence and the arguments
28

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1 of counsel, and good cause appearing, the Motion for Approval of Settlement of Labor Code
2 Section 2698, et. seq., Private Attorneys General Act ("PAGA") Claims is hereby **GRANTED**.

3 **THE COURT FURTHER ORDERS AS FOLLOWS:**

4 1. California Labor Code section 2699(s)(2) requires that the "superior court shall
5 review and approve any settlement of any civil action filed pursuant to" the PAGA. Because the
6 Court finds the parties' settlement to have been agreed upon only after extensive and costly
7 investigation, arm's-length negotiations in mediation, and in an attempt to avoid further delays and
8 costs, the Court grants approval of the terms and procedures set forth in the Settlement Agreement
9 attached as Exhibit B to the Declaration of John A. Lofton in Support of Plaintiff's Motion for
10 Approval of Settlement of Labor Code Section 2698, et. seq., Private Attorney's General Act
11 Claims. The Settlement Agreement is incorporated by reference in its entirety, as if stated here in
12 full.

13 2. The Court finds that the Settlement is fair, reasonable, and adequate in all respects.
14 The Court finds the Settlement was reached following diligent discovery and investigation
15 conducted by counsel for all parties, and the Settlement is a result of adversarial, arm's-length
16 negotiation between the parties. The Court considered evidence presented regarding the strength
17 of the PAGA claims, the risk, expense, and complexity of the claims presented, the likely duration
18 of further litigation, the amount offered in settlement, and the experience and views of Plaintiff's
19 counsel. The Court further considered the range of settlement amounts and awards of penalties
20 approved by other courts when considering the value of this settlement under the PAGA, as well
21 as the defenses to the claims presented.

22 3. The Court, therefore, approves this Settlement as set forth in the Settlement
23 Agreement.

24 4. Section 2699(k)(1) of the PAGA provides that an employee who prevails in any
25 action under the PAGA shall be entitled to an award of reasonable attorney's fees and costs.
26 Pursuant to section 2699(k)(1), and the equitable common fund fee-spreading doctrine as
27 discussed in Lafitte v. Robert Half Int'l, 1 Cal.5th 480, 486, 503 (2016), the Court approves the
28

1 request by Plaintiff's Counsel for attorney's fees in an amount of one-third of the Gross Settlement
2 Amount, which is \$73,333.00.

3 5. Pursuant to Section 2699(k)(1), the Court also finds the litigation costs sought by
4 Plaintiff in the amount of \$9,307.69 are reasonable expenditures that are awarded.

5 6. The Court approves Plaintiff's request for an Incentive Award in the amount of
6 \$10,000.00. The declaration of Plaintiff's Counsel supports that Plaintiff provided valuable
7 assistance in the prosecution of the case. The Court finds the incentive payment to be fair and
8 reasonable compensation based on the evidence presented.

9 7. The Court appoints Atticus Administration, LLC, as Settlement Administrator.
10 Based on the evidence submitted, the Court finds that Atticus Administration, LLC is experienced
11 in claims administration and competent to perform the tasks required. The Court approves the
12 administration costs of up to five thousand dollars (\$5,000.00).

13 8. The Court approves the deadlines set forth in the Settlement Agreement for
14 administration of the Settlement.

15 9. As of the Effective Date, the Plaintiff and all Covered Employees are bound by the
16 release of Private Attorneys General Act claims contained in the Settlement Agreement.

17 10. The Settlement Agreement and this Order are binding on, and have res judicata and
18 preclusive effect in, all pending and future lawsuits or other proceedings: (i) that are maintained by
19 or on behalf of the named Plaintiff, any Covered Employee, or their respective representatives,
20 agents, attorneys, heirs, administrators, successors, assigns, and/or anyone claiming through them
21 or acting or purporting to act for them or on their behalf, and (ii) encompass the claims released in
22 the Settlement Agreement, regardless of whether the Plaintiff or Covered Employee previously
23 initiated or subsequently initiates individual litigation or other proceedings encompassed by
24 Settlement Agreement, and even if such Covered Employee never received/receives notice of this
25 Action or this proposed Settlement.

26 11. Except as explicitly provided in the Settlement Agreement, neither the settlement
27 nor any exhibit, document, or instrument delivered thereunder, nor any statement, transaction, or
28 proceeding in connection with the negotiation, execution, or implementation of the settlement, nor

1 any proceedings taken pursuant thereto, shall be admissible in this or any other proceeding for any
2 purpose, including as evidence, a presumption, concession, or an admission. Without limitation of
3 the foregoing, nothing contained in the settlement nor any exhibit, document, or instrument
4 delivered thereunder, nor any statement, transaction, or proceeding in connection with the
5 negotiation, execution, or implementation of the settlement, nor any proceedings taken pursuant
6 thereto, shall be given any form of res judicata, collateral estoppel, or judicial estoppel effect
7 against Defendant in any administrative or judicial forum or proceeding. Notwithstanding the
8 foregoing, reference may be made to the Settlement Agreement and the settlement provided for
9 therein in such proceedings as may be necessary to effectuate the provisions of the Settlement
10 Agreement.

11 12. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement
12 based on the provisions and timelines set forth in the Settlement Agreement.

13 13. Without affecting the finality of this Order in any respect, pursuant to Code of Civil
14 Procedure 664.6, the Court retains jurisdiction over this action, and the parties thereto, for the
15 purposes of: (a) the implementation and enforcement of the Settlement Agreement until each and
16 every act agreed to be performed by the parties to the Settlement Agreement shall have been
17 performed; (b) any other action necessary to conclude and implement the Settlement Agreement;
18 and (c) the construction and interpretation of the Settlement Agreement.

19 14. Any residual funds remaining after the expiration date of the check cashing period
20 shall be distributed to the DIR Unclaimed Property Fund.

21 15. The Court sets a compliance hearing for 2/20/25 at
22 9:30 in Dept. A.

23 16. Plaintiff is directed to submit a copy of this Order to the Labor and Workforce
24 Development Agency within ten days of entry.

25 **IT IS SO ORDERED.**

26
27 Date: 11/19, 2024

28 **CYNTHIA P. SMITH**
Honorable Teresa A. Beaudet
Superior Court Judge *Cynthia P. Smith*