

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Emily Schilawski, Deputy Clerk

SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

PAUL CATALANO, Individually and On Behalf
of All Others Similarly Situated,

Plaintiffs,

v.

MILLE FLEURS, INC., a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2023-00005841-CU-OE-CTL

CLASS ACTION

[Original Complaint filed Feb. 9, 2023]

[Assigned to the Honorable Hon. Carolyn M.
Caietti (Dept. 70) for all purposes]

**~~[PROPOSED]~~ ORDER APPROVING PAGA
SETTLEMENT**

1 This matter came before the Court pursuant to Labor Code § 2699(l)(2). Upon reviewing the
2 Settlement Agreement of Representative Action, and the Declaration of David C. Hawkes in Support
3 of the proposed PAGA Settlement, and good cause appearing thereon,
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5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

- 6 1. The Court approves and incorporates by reference the terms and conditions of the
7 Settlement Agreement of Representative Action ("Settlement Agreement"), which is
8 attached hereto as Exhibit A to the Declaration of David C. Hawkes in Support of the
9 proposed PAGA Settlement, and directs the implementation of all remaining terms,
10 conditions, and provisions of the Settlement Agreement.
- 11 2. The Court hereby approves the Settlement Agreement to settle Plaintiff PAUL
12 CATALANO'S ("Plaintiff") claims for penalties under the Labor Code Private
13 Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*) ("PAGA") as to named
14 Defendant MILLE FLEURS, INC., all DOE Defendants and Released Parties
15 ("Defendants").
- 16 3. The Settlement Agreement shall act as a full and final accord and satisfaction, and as a bar
17 to all PAGA Group Claims by any PAGA Group members and the LWDA that arose
18 during the PAGA Period (as defined in the Settlement Agreement), regardless of whether
19 such claims are now known *which were alleged or could have been*
alleged. See PGE 1 of Settlement Agreement.
- 20 4. The Settlement Agreement is not an admission by Defendants, nor is this order a
21 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither
22 this order, the Settlement Agreement, nor any document referred to herein, may be
23 construed as, or may be used as, an admission of any fault, wrongdoing, omission,
24 concession, or liability whatsoever by or against Defendants.
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5. The Court shall retain jurisdiction over the parties to enforce the terms of the Agreement pursuant to C.C.P. § 664.6.

6. This settlement and released claims do not include nonparty individual claims.

IT IS SO ORDERED

DATED: February 5, 2024

Carolyn M. Caietti

HONORABLE CAROLYN M. CAIETTI
JUDGE OF THE SUPERIOR COURT