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Attorneys for Plaintiff ROSELAURE RICHARD
on behalf of herself and others similarly situated

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

ROSELAURE RICHARD, on behalf of herself
and all others similarly situated,

Plaintiffs,

v.

CEDAR OPERATIONS, LLC, a Delaware
limited liability company; and DOES 1 to 10,
inclusive,

Defendants.

CASE NO. CIVSB2304727

[Assigned for all purposes to Hon. Jessica
Morgan, Dept. S26]

**AMENDED [PROPOSED] ORDER AND
FINAL JUDGMENT GRANTING
APPROVAL OF PAGA SETTLEMENT**

Complaint Filed: February 14, 2023
First Amend. Complaint Filed: May 23, 2023
Trial Date: None Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 07 2024

BY Victoria Sanchez
VICTORIA SANCHEZ, DEPUTY

1 On March 7, 2024, Plaintiff Roselaure Richard's motion for approval of the Settlement
2 Agreement between the above-captioned parties came on regularly for hearing pursuant to the
3 California Private Attorneys General Act, Labor Code section 2699, et seq. ("PAGA"). Appearances
4 were as stated in the record. Having considered the motion, the Settlement Agreement, all supporting
5 documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff's motion
6 is GRANTED.

7 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

8 The Court hereby approves the parties' proposed PAGA Settlement Agreement entered into
9 between Plaintiff as an individual, on behalf of the State of California and as an "aggrieved employee"
10 acting as a private attorney general under PAGA, on the one hand, and Defendant Cedar Operations,
11 LLC ("Cedar Operations") on the other, as follows:

12 1. All capitalized terms used herein shall have the same meaning as defined in the
13 Settlement Agreement.

14 2. The Court finds and determines that the parties have satisfied the requirements of
15 Section 2699(1)(2) of PAGA, by submitting the Settlement Agreement to the Labor & Workforce
16 Development Agency ("LWDA").

17 3. The Court APPROVES the parties' Settlement Agreement and the Gross Settlement
18 Amount of \$400,000.00 to be allocated according to the Settlement Agreement.

19 4. The Court APPROVES and ORDERS that, of the Gross Settlement Amount,
20 \$133,320.00 (or 33.33%) is awarded as attorneys' fees paid to Settlement Group Members' Counsel,
21 \$13,541.67 is awarded as costs paid to Settlement Group Members' Counsel, \$10,000.00 is awarded
22 as a Service Payment paid to the PAGA Representative, Roselaure Richard, and Notice and
23 Administration Costs not to exceed \$5,550.00 is awarded to the Settlement Administrator.

24 5. The portion of the Gross Settlement Amount available after deductions for attorneys'
25 fees and costs paid to Settlement Group Members' Counsel, Service Payment, and Notice and
26 Administration Costs is the PAGA Fund. The PAGA Fund is estimated to be approximately
27 \$237,588.33. The Court APPROVES and ORDERS that, of the PAGA Fund, twenty-five percent
28 (25%) is to be distributed to the Settlement Group Members and seventy-five percent (75%) shall be

1 allocated to the LWDA pursuant to Section 2699(i) of PAGA. The 75% to the LWDA (or, the LWDA
2 Payment Amount) is estimated to be approximately \$178,191.25. The 25% to the Settlement Group
3 Members (or, the Settlement Group Payment Amount) is estimated to be approximately \$59,397.08.

4 6. In consideration of the Gross Settlement Amount provided under the Settlement
5 Agreement, and for other good and valuable consideration, each of the Settlement Group Members
6 and the State of California shall, by operation of this Judgment, irrevocably release, acquit, and forever
7 discharge any of the Released Claims, as defined by the Settlement Agreement, that arose between
8 February 13, 2022, through October 25, 2023. Consistent with the definitions provided in the
9 Settlement Agreement, the Settlement Group consists of: “[A]ny and all hourly-paid or non-exempt
10 employees who at any time during the Settlement and Release Period worked or continue to work for
11 Cedar Operations, including but not limited to Roselaure Richard.” (Settlement Agreement, ¶ 2.22.).
12 The “Settlement and Release Period” is defined as “the period of time from February 13, 2022, through
13 October 25, 2023.” (Settlement Agreement, ¶ 2.20.).

14 7. Without affecting the finality of the Judgment, the Court shall retain exclusive and
15 continuing jurisdiction over the subject matter of this action and the above-captioned parties, all
16 Settlement Group Members, and the State of California for purposes of enforcing the terms of the
17 Judgment entered herein.

18 8. Pursuant to paragraph 10.3 of the Settlement Agreement, this Judgment shall not be
19 considered final until the occurrence of the Settlement Effective Date, as that term has been defined
20 in paragraph 2.21 of the Settlement Agreement.

21 9. In the event that the Settlement Effective Date does not occur, this Judgment shall be
22 rendered null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly provided to
23 the contrary in the Settlement Agreement, and without prejudice to the *status quo ante* rights of
24 Plaintiff, the Settlement Group Members, the State of California, and Defendants.

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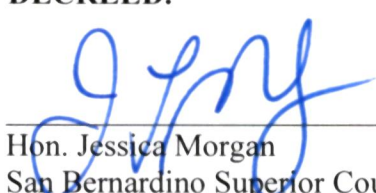
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1 10. The Judgment is the Final Judgment in the suit as to all Released Claims and shall
2 constitute a judgment for purposes of California Rule of Court 3.769(h).

3 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

4
5 Dated: 3/7/2024

6 
Hon. Jessica Morgan
San Bernardino Superior Court