

FILED
Clerk of the Superior Court

MAY 31 2024

By: R. Day, Deputy

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

05/03/2024 at 10:17:28 AM

Clerk of the Superior Court
By Nora Lopez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

JENNIFER KIKERPILL and BEATRICE
JUAREZ for the real party in interest, the State
of California,

Plaintiffs,

v.

A.G. HOLDINGS CORPORATION dba TURF
DISTRIBUTORS and DOES 1 through 50,

Defendants.

Case No. 37-2023-00020187-CU-OE-CTL

Judge: Hon. Joel R. Wohlfeil
Department: C-73

~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFFS' NOTICE OF
MOTION AND UNOPPOSED MOTION
FOR APPROVAL OF PAGA
SETTLEMENT

Judge: Hon. Joel R. Wohlfeil
Department: C-73
Date: May 31, 2024
Time: 9:00 AM

1 Plaintiffs Jennifer Kikerpill ("Kikerpill") and Beatrice Juarez ("Juarez") (collectively
2 "Plaintiffs") Unopposed Motion for Approval of PAGA Settlement ("Motion") pursuant to the
3 Private Attorneys General Act of 2004, encoded in Labor Code section 2698 et. seq. (hereinafter
4 "PAGA") was heard in **Department C-73** of the above entitled Court on **May 31, 2024, at 9:00**
5 **a.m.** The Court has considered the Parties' proposed settlement agreement and supporting exhibits,
6 the Motion, and the declarations of Alex Asil Mashiri and Tamim Jami and supporting exhibits
7 filed in support thereof. On good cause shown, this Court rules as follows:

8 WHEREAS on February 17, 2023, Plaintiff Kikerpill, through counsel, sent a PAGA
9 Notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant
10 A.G. Holdings Corporation dba Turf Distributors ("Defendant"), declaring her intent to proceed
11 with a representative action under the PAGA against Defendant for violations of the Labor Code;

12 WHEREAS on March 6, 2023, Plaintiff Juarez, through counsel, sent a PAGA Notice to the
13 LWDA and Defendant, declaring her intent to proceed with a representative action under the
14 PAGA against Defendant for violations of the Labor Code;

15 WHEREAS Plaintiffs filed the instant Lawsuit against Defendant on behalf of the State of
16 California, pursuant to the PAGA, subsequent to giving written notice to the LWDA and Defendant
17 as required by Labor Code section 2699.3;

18 WHEREAS the Parties desire to settle the Lawsuit solely for the purpose of avoiding the
19 burden, time, expense and uncertainty of continuing litigation, and for the purpose of putting to rest
20 the controversies that are the subject of the Lawsuit;

21 WHEREAS Labor Code section 2699(l)(2) states that "[t]he superior court shall review and
22 approve any settlement of any civil action filed pursuant to [PAGA]";

23 WHEREAS, pursuant to Labor Code section 2699(l)(2), Plaintiffs provided notice of the
24 proposed settlement to the LWDA; and

25 WHEREAS the Court has reviewed and considered (1) the proposed settlement agreement,
26 (2) the notice and motion, (3) the declarations submitted in support thereof, and (4) the exhibit(s)
27 attached to the declarations submitted therewith.

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1 **GOOD CAUSE APPEARING, it is HEREBY ORDERED THAT:**

2 1. The Court grants Plaintiffs' Motion.

3 2. Pursuant to Labor Code section 2699, subdivision (1)(2), the Court approves the
4 Parties' Settlement Agreement under the PAGA. The Court also hereby approves, as to form and
5 content, the notice to be distributed to the Aggrieved Employees, attached hereto as Exhibit A to
6 the Parties' Settlement Agreement.

7 3. The Court finds that the Gross Settlement Amount of \$140,000 is fair, reasonable, and
8 adequate. The Court further finds that the settlement has been reached through informed and arm's
9 length, non-collusive bargaining. The settlement recovery provides monetary value consistent with
10 the underlying purpose of PAGA. The Court also finds that the settlement will avoid delay and
11 risks if the Parties were to continue to litigate the case. The Court approves, adopts, and
12 incorporates by reference the terms and conditions of the Parties' Settlement Agreement, together
13 with the definitions used and contained therein. Of the **\$140,000** Gross Settlement Amount, the
14 judgment is awarded and allocated as follows:

15 (a) The Court finds that the requested fees of Plaintiffs' Counsel, Mashiri Law Firm APC
16 and The Jami Law Firm P.C., of **\$46,666.67** are reasonable and this amount is therefore awarded;

17 (b) The Court finds that Plaintiffs Counsel's costs in the amount of **\$6,749.54** are
18 reasonable and this amount is therefore awarded;

19 (c) Administrative expenses of no more than **\$3,250** are to be paid to the settlement
20 administrator, Phoenix Class Action Administration Solutions;

21 (d) Of the remaining **\$83,333.79** awarded for civil penalties, 75%, or \$62,500.34, shall be
22 paid to the LWDA as required by Labor Code Section 2699(i) "for enforcement of labor laws,
23 including the administration of this part, and for education of employers and employees about their
24 rights and responsibilities under this code"; and the remaining 25%, or \$20,833.45, will be
25 distributed among the Aggrieved Employees according to the Parties' Settlement Agreement.

26 4. The Court hereby enters Final Judgment in accordance with the terms of the Settlement
27 Agreement and this Order and Judgment. Accordingly, upon entry of this Order and Judgment, the
28 Parties shall effectuate and carry out the terms of the Settlement Agreement. This Judgment is

1 intended to be a final disposition in its entirety of the above captioned action. Plaintiffs, the
2 LWDA, the Aggrieved Employees, and the State of California shall take nothing from Defendant
3 except as set forth in the Settlement Agreement and this Order and Judgment.

4 5. Upon complete funding of the Gross Settlement Amount, Plaintiffs, the LWDA, all
5 Aggrieved Employees and the State of California shall be deemed and hereby are deemed to have
6 conclusively released and forever discharged the Released Parties from the Released Claims, as
7 defined in the Settlement Agreement, and are hereby permanently barred and enjoined from the
8 institution or prosecution of any and all Released Claims against the Released Parties.

9 6. Without affecting the finality of the Judgment or the settlement, the Court shall retain
10 jurisdiction over the above-captioned action and the Parties solely for purposes of implementing
11 and enforcing the terms of the Settlement and Judgment entered herein.

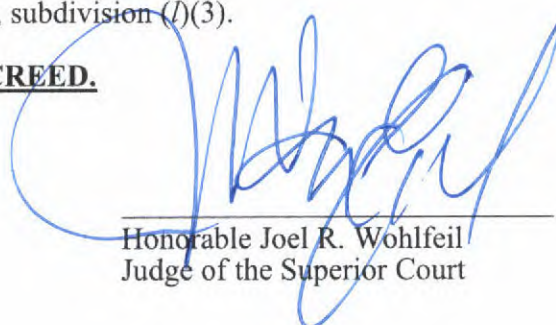
12 7. The Settlement Agreement is not an admission of fault or any liability whatsoever by
13 Defendant, nor is this Order and Judgment a finding on the merits related to any allegations of
14 wrongdoing by Defendant. This Order and Judgment, the Settlement Agreement, any other
15 documents referred to herein, and any action taken to carry out the Settlement Agreement, may not
16 be construed as, or used as, an admission of any fault, wrongdoing, omission, or liability
17 whatsoever by or against Defendant or other Released Parties.

18 8. Within ten (10) days of entry of this Order, Plaintiffs shall provide to the LWDA a copy
19 of this Order pursuant to Labor Code section 2699, subdivision (l)(3).

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

21
22 DATED:

5.31.24



Honorable Joel R. Wohlfeil
Judge of the Superior Court