

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 17 2024


BY: Kristen Collier Kosmatka, Deputy

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

11
12 PRECIOUS SALGADO, individually, and on
13 behalf of other members of the general public
14 similarly situated, and as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

15 Plaintiff,

16 vs.

17 BLOOD BANK OF SAN BERNARDINO
18 AND RIVERSIDE COUNTIES, a California
corporation; and DOES 1 through 10, inclusive,

19 Defendants.
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Case No. CIVSB2305507

Assigned to the Hon. ~~Jessica Morgan~~ Christian Towns

**~~PROPOSED~~ ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: October 17, 2024
Time: 8:30 a.m.
Place: Department S26

Complaint Filed: February 27, 2023
Trial Date: None Set

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1 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and
2 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
3 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
4 concession, or liability whatsoever by or against Defendant.

5 8. The Court approves the gross settlement amount of \$415,000. After deducting the
6 approved amounts for attorneys' fees and costs, Plaintiff's service award, and settlement administration
7 costs, the net settlement amount of \$258,325.86 will be allocated as follows: Seventy-Five Percent
8 (75%), or approximately \$193,744.40, shall be paid to the California Labor and Workforce Development
9 Agency, and the remaining Twenty-Five Percent (25%), or approximately \$64,581.46, shall be paid to
10 Aggrieved Employees.

11 9. The Court hereby awards \$133,333 in attorneys' fees and \$5,841.14 costs to Plaintiff's
12 Counsel, Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable
13 for a contingency fee in a class action such as this; i.e., one-third of the common fund created by the
14 settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees
15 via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly rates
16 are reasonable, and the multiplier is warranted under the circumstances.

17 10. The Court approves a Service Award of \$10,000 to Precious Salgado.

18 11. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator, and
19 approves Settlement Administration Costs of \$7,500.

20 12. Plaintiff's class allegations are dismissed without prejudice.

21 13. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
22 completion of settlement administration activities no later than June 13, 2025, as well as an amended
23 judgment regarding the distribution of unclaimed residuals to the cy pres beneficiary, Ronald McDonald
24 House of Loma Linda. The Court sets a compliance hearing for 7/16/2025 at 8:30 a.m.,
25 at which time the Court will consider evidence that the distribution process is complete and that a final
26 accounting may be approved.

27 14. This Judgment shall be binding on all Aggrieved Employees and the State of California,
28 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the

1 Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
2 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
3 under PAGA is binding not only on the named employee plaintiff but also on state labor law
4 enforcement agencies and any aggrieved employee not a party to the proceeding).

5 15. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
6 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
7 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

8 16. This document shall constitute a judgment under California Code of Civil Procedure §
9 664.6.

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

12 Date

10-17-2024

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Hon. ~~Jessica Morgan~~

C. Towns
Christian Towns
San Bernardino County Superior Court Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **July 2, 2024**, I served the document described as: **[PROPOSED] ORDER APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT AND JUDGMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Jeremy Mittman
j2m@msk.com
Celia Guzman
clg@msk.com
Mitchell Silberberg & Knupp LLP
2049 Century Park East, 18th Floor,
Los Angeles, CA 90067
Telephone: 310-312-3283

Attorney's for Defendant:
**BLOOD BANK OF SAN BERNARDINO
AND RIVERSIDE COUNTIES**

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

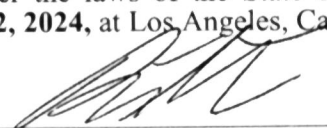
☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **July 2, 2024**, at Los Angeles, California.

Riley McIntire
Type/Print Name


Signature