

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

Aparajit Bhowmik (SBN #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

Timothy B. Del Castillo (SBN: 277296)

tdc@castleemploymentlaw.com

Lisa L. Bradner (SBN: 197952)

lb@castleemploymentlaw.com

Castle Law: California Employment Counsel, PC

2999 Douglas Blvd., Suite 180

Roseville, CA 95661

Telephone: (916) 245-0122

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF PLACER

CARMEN GARCIA, individually and on
behalf of the State of California, as a
private attorney general, CHANCE
MACAIRE, and ARTURO SARMIENTO
III, on behalf of the State of California, as
private attorneys general,

Plaintiffs,

vs.

CALIBER HOLDINGS OF
CALIFORNIA, LLC; CALIBER
HOLDINGS, LLC.; CALIBER
HOLDINGS CORPORATION; PHILLIP
TARIN, an individual; and Does 1 through
20, inclusive,

Defendants.

Case No.: **S-CV-0050365**

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: December 10, 2024

Hearing Time: 8:30 a.m.

Judge: Hon. Alan V. Pineschi

Dept.: 42

Action Filed: April 24, 2023

1 **ORDER AND JUDGMENT**

2 Plaintiffs Carmen Garcia, Chance Macaire, and Arturo Sarmiento III (“Plaintiffs”) move for
3 approval of the settlement of Plaintiffs’ claims under the California Labor Code Private Attorneys
4 General Act (“PAGA”), pursuant to California Labor Code § 2699(l), against Defendants Caliber
5 Holdings of California, LLC; Caliber Holdings LLC; Caliber Holdings Corporation; and Phillip Tarin
6 (“Defendants”).

7 Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted in
8 this action and are authorized to act as private attorneys general with respect to the PAGA claims being
9 released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”), which is
10 incorporated by reference. The California Labor Workforce Development Agency was provided with
11 notice of the Settlement and the motion for approval of the PAGA settlement via its online process
12 and no objection has been received to the settlement or the motion from the Labor Workforce
13 Development Agency.

14 The Parties seek approval of the settlement of Plaintiffs’ PAGA claims and the Net Settlement
15 Amount to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
16 with the Court. The settlement provides for a Maximum Settlement Amount in the total sum of
17 \$4,090,000.00, which includes the Net Settlement Amount, the Settlement Administration Expenses
18 Payment (estimated at \$34,000) for Apex Class Action LLC, to administer the settlement, Plaintiffs’
19 Counsels’ Fees Payment in the amount of \$1,363,333.33 (one-third of the Maximum Settlement
20 Amount), Service Enhancement in the amount of \$10,000 to each Plaintiff, and Plaintiffs’ Counsel
21 Litigation Costs in the amount of \$29,470.74. The Net Settlement Amount, which is the amount
22 remaining of the Maximum Settlement Amount after deduction of the Settlement Administration
23 Expenses Payment, the Service Enhancement and Plaintiffs’ Counsels’ Fees Payment and Plaintiffs’
24 Counsel Litigation Costs, shall be allocated to Labor Code 2699 penalties, including other civil
25 penalties specified in the Labor Code, of which 75% of the payment will be paid to the LWDA and
26 25% will be paid to the PAGA Members.

27 The Court, having reviewed the evidence and papers submitted and argument of counsel,
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1 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiffs' motion and approves the
2 PAGA settlement as set forth in the Settlement Agreement, the Maximum Settlement Amount, which
3 shall be allocated and paid out as set forth in the Settlement Agreement, and the settlement
4 administration services to be provided by the Settlement Administrator.

5 The "PAGA Members" means all individuals employed by Caliber Holdings LLC, as non-
6 exempt employees in California during the PAGA Period. The PAGA Period is the period between
7 May 27, 2022, to August 27, 2024.

8 Upon the Settlement Effective Date, Plaintiffs individually, and the State of California, the
9 LWDA, and all PAGA Members, through Plaintiffs acting as proxies for the State of California and
10 the LWDA and as a Private Attorney General acting on behalf of all other PAGA Members, will be
11 deemed to have fully, finally, and forever released the Caliber Releasees and Philip Tarin from all
12 Released Claims. The "Released Claims" are any and all claims for PAGA civil penalties under the
13 California Labor Code, Wage Orders, regulations, and/or other provisions of law against the Caliber
14 Releasees that were asserted, or are reasonably related to those asserted, in the Complaints in the
15 Garcia Action and Macaire Action, the PAGA letters to the LWDA, and any amendments thereto; or
16 that could have been asserted based on the facts in the Complaints in the Garcia Action and Macaire
17 Action, the PAGA letters to the LWDA, and any amendments thereto, or are reasonably related to
18 those claims that could have been asserted based on the facts in the Complaints, the PAGA letters to
19 the LWDA, and any amendments thereto, that occurred during the Covered PAGA Pay Periods.
20 Released Claims include, but are not limited to, claims for failure to pay minimum wage, failure to
21 pay overtime or pay overtime at the correct rate of pay, failure to pay for all hours worked (off-the-
22 clock work), failure to pay double time, failure to pay non-productive time pay, failure to pay all wages
23 or pay all wages at the correct rate, failure to pay reporting time pay, failure to properly pay for sick
24 time including paying sick time at the correct rate, failure to pay all vested vacation and holiday time
25 including vacation time at the correct rate of pay, failure to provide meal periods, failure to provide
26 rest periods, failure to pay meal and rest premiums at the correct rate of pay, failure to timely pay final
27 wages and wages earned during employment, failure to provide reimbursement for necessary business-
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1 related expenditures, failure to maintain wage-related records and/or furnish accurate wage statements,
2 failure to provide employment records upon request, unlawful deductions, failure to provide suitable
3 seating, and includes all such claims from May 27, 2022 through August 27, 2024. Class claims,
4 claims outside the Covered PAGA Pay Period, and Plaintiffs' respective non-PAGA individual claims
5 that are subject to a separate releases, are expressly not released as part of the Released Claims.
6 Plaintiffs, in conjunction with their execution of the Settlement Agreement and requesting their
7 Service Enhancement, also will enter into a General Release.

8 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
9 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
10 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
11 ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation), or any
12 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
13 this Order) shall not be construed to be an admission by Defendants of any liability or wrongdoing as
14 to Plaintiffs, the PAGA Members, or any other person, and Defendants specifically disclaim any such
15 liability or wrongdoing.

16 This claim asserted under PAGA in this action is dismissed with prejudice. Plaintiffs, the
17 LWDA, and all other PAGA Members are permanently enjoined and prohibited from pursuing and/or
18 seeking to reopen claims that have been released by the Agreement. After entry of this Order and
19 Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction pursuant to
20 California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the
21 Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits,
22 and to supervise and adjudicate any dispute arising from or in connection with the distribution of
23 settlement benefits.

24 The Settlement Effective Date means, after this Order Granting Settlement Approval and
25 Judgment has been entered, the latter of the following dates: (a) if an appeal, review, or writ is not
26 sought from the Order Granting Settlement Approval and Judgment, the 63rd day after service of
27 notice of entry of the Order Granting Settlement Approval and Judgment; or (b) if an appeal, writ, or
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1 review is sought from the Order Granting Settlement Approval and Judgment, the day after the Order
2 Granting Settlement Approval and Judgment is affirmed or the appeal, review, or writ is dismissed or
3 denied, and the Order Granting Settlement Approval and Judgment is no longer subject to any further
4 judicial review.

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6 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
7 **ENTERED ACCORDINGLY.**

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9 DATED: _____

10 THE HONORABLE ALAN V. PINESCHI
11 JUDGE OF THE SUPERIOR COURT
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