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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
JUL 20 2023

C. Martinez

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

TASJA GRAY, individually and on behalf of
all similarly situated individuals,

Plaintiffs,

v.

G&M HIRE ENTERPRISES LLC, DR. ROBB
FARMS INC., and DOES 1 to 100,

Defendants.

CASE NO. CVPS2204289

**SECOND AMENDED ~~PROPOSED~~ ORDER
GRANTING PAGA SETTLEMENT
APPROVAL**

Date.: July 19, 2023
Time: 8:30 a.m.
Dept: PS2

:

1 Plaintiff Tasja Gray ("Plaintiff") and Defendant G&M Hire Enterprises, LLC
2 ("Defendant") (together with Plaintiff, the "Parties") have entered into a "Private Attorneys
3 General Act Settlement Agreement and Release" ("Settlement Agreement") to settle the above-
4 captioned class action subject to the Court's approval (the "Settlement"). On May 12, 2023,
5 Plaintiff filed a Motion for Approval of PAGA Settlement, including a request for approval of
6 Counsel's fee and expense award.

7 The matter came on regularly for hearing on June 21, 2023, at 8:30 am in Department PS2.
8 The appearances are as stated in the record. Having reviewed and considered the written
9 submissions of all parties and being fully advised, the Court rules as follows:

10 **I. SUMMARY OF THE MONETARY TERMS OF THE SETTLEMENT**
11 **AGREEMENT**

12 The Settlement Agreement is attached as Exhibit A. Unless otherwise stated, all capitalized
13 terms in this Order have the same meaning as in the Agreement.

14 **A. Gross Settlement Amount**

15 The Gross Settlement Amount is Fifty Thousand Dollars (\$50,000).

16 **B. PAGA Penalties**

17 The Settlement Agreement allocates Twenty-Seven Thousand, Three Hundred Eighty Four
18 Dollars (\$27,384) of the Gross Settlement Amount for the payment of PAGA penalties ("PAGA
19 Penalties"). Pursuant to the PAGA, seventy-five percent (75%) of the PAGA Payment, *i.e.* Twenty
20 Thousand Five Hundred Thirty-Eight Dollars (\$20,538.00), shall be paid to the California Labor
21 and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%) of the
22 PAGA Payment, *i.e.* Six Thousand Eight Hundred Forty-Six Dollars (\$6,846.00) shall be
23 distributed to the Aggrieved Employees.

24 **C. Attorney Fees and Costs**

25 The Settlement Agreement contemplates that Plaintiff's Counsel may seek an award of
26 attorney fees in the amount of Sixteen Thousand, Six Hundred and Sixty-Six Dollars (\$16,666.00),
27 which constitutes 33 1/3% of the Gross Settlement Amount. Additionally, the Settlement provides
28 that Plaintiff's Counsel may seek reimbursement for actual litigation costs up to the amount of
Three Thousand Dollars (\$3,000.00).

1 **D. Settlement Administration Costs**

2 The Settlement Agreement provides for the payment of the fees and expenses reasonably
3 incurred by the Settlement Administrator, in an amount up to Two Thousand Nine-Hundred Fifty
4 Dollars (\$2,950.00). Any portion of the Settlement Administration Costs not used or approved by
5 the Court shall be added to the Net Settlement Amount.

6 **II. THE SETTLEMENT IS PRESUMPTIVELY FAIR AND REASONABLE**

7 In determining whether or not to approve a PAGA settlement, courts use the same “fair,
8 reasonable, and adequate” standard used for class actions. *Moniz v. Adecco USA, Inc.*, 72
9 Cal.App.5th, 56, 75 (2021). As part of the Motion for Approval, the Court reviewed the litigation
10 history of the case as described in the Settlement Agreement, and determined at that time that the
11 settlement was indeed arrived at via arms-length negotiation. Further, the Court reviewed the
12 significant risks to prevailing on liability identified in the motion, as well as the risks of reduction
13 in civil penalties.

14 In light of the risks inherent in this particular litigation, the apparent good faith dispute
15 over whether any violations occurred, the number of aggrieved employees and the number of pay
16 periods involved, the Court finds that the settlement is fair, reasonable, and adequate in the light of
17 PAGA’s purpose.

18
19 **III. ORDER**

20 Based on the foregoing, IT IS HEREBY ORDERED, that:

21 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
22 Settlement Agreement filed in this case.

23 2. The Court has jurisdiction over the subject matter of the litigation, the Aggrieved
24 Employees, the LWDA, and Defendant.

25 3. The Court approves the settlement of the above-captioned action, as set forth in the
26 Settlement Agreement, as fair, just, reasonable, and adequate as to the Parties. The Parties are
27 directed to perform in accordance with the terms set forth in the Settlement Agreement.

28 4. Except as otherwise provided in the Settlement Agreement, the Parties are to bear
their own costs and attorneys’ fees.

1 5. Pursuant to the terms of the Settlement Agreement, the Settlement Administrator
2 shall make the following payments from the Gross Settlement Amount:

3 (a) to Plaintiff's attorneys' fees in the amount of Sixteen Thousand Six-Hundred Sixty-
4 Six (\$16,666.00) and reimbursement of litigation costs in the amount of Three Thousand Dollars
5 (\$3,000.00);

6 (b) the sum of Twenty Thousand Five Hundred Thirty-Eight Dollars (\$20,538.00) to
7 the California Labor and Workforce Development Agency for its seventy-five percent (75%) share
8 of PAGA Penalties; and

9 (c) the sum of Two Thousand Nine-Hundred Fifty Dollars (\$2,950.00) to the
10 Settlement Administrator, Phoenix Class Action Administration Solutions, for its fees and costs
11 relating to the settlement administration process.

12 6. The Court finds that the amounts set forth in 5(a)-(c) are fair and reasonable.

13 7. The Court directs the Settlement Administrator to distribute checks to the
14 Aggrieved Employees pursuant to the terms of the Settlement Agreement. All payments to
15 Aggrieved Employees that remain uncashed after 180 days of the mailing of the Settlement
16 Payment checks shall be paid to the California State Controller.

17 8. Pursuant to the Settlement Agreement, upon the Effective Date, Plaintiff, The State
18 of California, and all Aggrieved Employees shall be bound by the following release:

19 Upon approval of the PAGA Settlement by the Court, Plaintiff, on behalf of herself and her
20 heirs, executors, and assigns, and the State of California, fully release and discharge
21 Defendant, and its officers, directors, employees and agents, and Defendant Dr. Robb
22 Farms, Inc., and its officers, directors, employees and agents (collectively, the Defendants
23 and their officers, directors, employees and agents are the "Released Parties") from any
24 and all claims for PAGA penalties that were alleged, or reasonably could have been
25 alleged, based upon the facts stated in the Complaint and the PAGA notice submitted by
26 Plaintiff, which occurred during the PAGA Period, including but not limited to those
27 claims arising from California Labor Code, sections 201, 202, 203, 226, 226.7, 510, 512,
28 558, 1194, 1197, 1197.1, 1198, and 2802 ("Released Claims").

26 9. This Order does not extend to or otherwise affect the ability of any Aggrieved
27 Employee to bring individual, non-representative claims against any of the Defendants for alleged
28 violations of the Labor Code.

10. Without affecting the finality of the Settlement, this Court shall retain exclusive

1 and continuing jurisdiction over the action and the Parties for purposes of enforcing and
2 interpreting this Order. The Court shall retain jurisdiction to enforce this settlement pursuant to
3 Code of Civil Procedure section 664.6.

4
5 IT IS SO ORDERED.

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10 Dated:

7/19/23



Honorable Manuel Bustamante
Judge of the Superior Court