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Attorneys for Plaintiffs
CHRISTA MORTON and CINDY BRAVO,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

CHRISTA MORTON and CINDY
BRAVO, on behalf of Aggrieved
Employees pursuant to the California
Private Attorneys General Act,

Plaintiffs,

v.

PSI SERVICES, LLC; and DOES 1
through 25, inclusive,

Defendants.

CASE NO.: 24CECG00024
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Daniel Brickey, Dept. 402*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT AND
AWARD OF PAGA COUNSEL FEES
PAYMENT, PAGA COUNSEL LITIGATION
EXPENSES PAYMENT, AND
ADMINISTRATION EXPENSES PAYMENT**

Complaint Filed: January 2, 2024
Trial Date: Not Yet Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 On _____, 2024, at _____ a.m./p.m., in Department 402 of the above-entitled Court,
3 Plaintiffs Christy Morton and Cindy Bravo (“Plaintiffs”) Motion for Approval of PAGA
4 Settlement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses
5 Payment, and Administration Expenses Payment (“**Motion**”) came on for hearing before the
6 Honorable Judge Daniel Brickey. Blackstone Law, APC appeared on behalf of Plaintiffs, and
7 Fisher & Phillips LLP appeared on behalf of Defendant PSI Services, LLC (“**Defendant**”).

8 Plaintiffs and Defendant (collectively, the “**Parties**”) have executed the PAGA
9 Settlement Agreement (“**Settlement Agreement**” or “**Settlement**”).

10 The Court, having carefully considered the papers, argument of counsel, and all matters
11 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs’ Motion.

12 **IT IS HEREBY ORDERED THAT:**

- 13 1. Plaintiffs’ Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees
14 Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses
15 Payment is granted in its entirety.
- 16 2. This Order incorporates by reference the definitions in the Settlement Agreement, and all
17 capitalized terms defined therein shall have the same meaning in this Order as set forth
18 in the Settlement Agreement.
- 19 3. The Court finds that Plaintiffs have satisfied the prerequisites under the California Private
20 Attorneys General Act (Cal. Labor Code § 2698, et seq.) (“**PAGA**”), including, but not
21 limited to, providing the California Labor and Workforce Development Agency
22 (“**LWDA**”) and Defendant with notice of the specific provisions of the California Labor
23 Code alleged to have been violated, including, but not limited to, the facts and theories to
24 support the alleged violations, in conformity with California Labor Code § 2699.3(a).
- 25 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
26 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought
27 to intervene or appear in the above-captioned action (“**Action**”).
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- 1 5. The individuals covered under the Settlement consist of the following: “all individuals
2 who are or previously were employed by Defendant in the State of California and
3 classified as non-exempt employees at any time during the PAGA Period (“**Aggrieved**
4 **Employees**”). The “PAGA Period” means the period from October 22, 2022 through May
5 26, 2024 and entering judgment thereon.
- 6 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
7 negotiations.
- 8 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
9 allocated for payment of penalties under PAGA (“**PAGA Penalties**”), and determines
10 that it is fair, just, reasonable, and adequate. The Court hereby approves the PAGA
11 Penalties, which shall be the Gross Settlement Amount (\$362,100.00) less the approved
12 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment to
13 PAGA Counsel, and Administration Expenses Payment to Apex Class Action
14 Administration (“**Administrator**”). Seventy-five percent (75%) of the PAGA Penalties
15 shall be distributed to the LWDA (“**LWDA PAGA Payment**”) and twenty-five percent
16 (25%) of the PAGA Penalties shall be distributed to the Aggrieved Employees in
17 accordance with this Order and Judgment and the Settlement Agreement.
- 18 8. The Court has considered the Settlement, and the monetary allocations provided thereby,
19 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
20 Administrator to administer the Settlement and to make the payments as provided for by,
21 and consistent with, this Order and Judgment and the Settlement Agreement.
- 22 9. The Court approves the payment of \$126,735.00 to Blackstone Law, APC for attorneys’
23 fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed
24 in accordance with this Order and Judgment and the Settlement Agreement.
- 25 10. The Court approves the payment of \$20,000 to Blackstone Law, APC for reimbursement
26 of actual litigation costs and expenses incurred in the Action. This amount shall be paid
27 from the Gross Settlement Amount and shall be disbursed in accordance with this Order
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and Judgment and the Settlement Agreement.

11. The Court approves payment in the amount of up to \$8,000.00 to the Administrator for the Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves the cover letter (“**Cover Letter**”), attached hereto as **Exhibit 1**, and the Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

13. The Court hereby confirms Jonathan M. Genish, Barbara DuVan-Clarke, Alexander K. Spellman, Annabel Blanchard and P.J. Van Ert as PAGA Counsel.

14. The Net Settlement Amount means the Gross Settlement Amount (\$362,100.00) minus the following: (a) Attorneys’ Fees to Plaintiffs’ Counsel in the amount of \$126,735.00; (b) litigation costs in the amount of \$20,000.00; and (c) up to \$8,000.00 allocated to Settlement Administrator Costs. Any difference from these amounts will be added to the Net Settlement Amount.

15. Within fifteen (15) calendar days of the Effective Date, Defendant will deliver Aggrieved Employee identifying information in Defendant’s possession, including each Aggrieved Employee’s full name, last-known mailing address, phone number, email address (if available), Social Security number, start and end dates of employment, and number of PAGA Pay Periods during the PAGA Period, and number of PAGA Pay Periods during the period beginning October 22, 2022 through May 26, 2024 (collectively, “**Aggrieved Employee Data**”) to the Administrator in the form of a Microsoft Excel spreadsheet, or a comparable format.

16. Within fourteen (14) calendar days of the Effective Date, Defendant will fund the Gross Settlement Amount by transmitting the funds to the Administrator.

17. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA

1 Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and
2 the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel
3 Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede
4 disbursement of Individual PAGA Payments.

5 18. Individual PAGA Payment checks that are issued to Aggrieved Employees will be valid
6 and negotiable for up to one hundred and eighty (180) calendar days after the checks are
7 initially mailed to the Aggrieved Employees, and thereafter, will be canceled. Any funds
8 associated with such canceled checks will be distributed to the State of California's
9 Unclaimed Property Fund in the name of the Aggrieved Employee.

10 19. If the actual number of PAGA Pay Periods during the PAGA Period exceeds 7,247 by
11 more than ten (10%) (i.e., more than 7,971) then the Gross Settlement Amount will
12 increase by the percentage increase above 10%. For example, if the total number of
13 PAGA Pay Periods during the PAGA Period is 11% more than 7,247 (i.e., 8,044) then
14 the Gross Settlement Amount will increase by 1%.

15 20. Aggrieved Employees shall not have the right to opt out of, or object to, the Settlement.

16 21. Effective on the date when Defendant fully funds the Gross Settlement Amount, all
17 Aggrieved Employees are deemed to release, on behalf of themselves and their respective
18 former and present representatives, agents, attorneys, heirs, administrators, successors,
19 and assigns, the Released Parties from the Released PAGA Claims.

20 22. The "**Released Parties**" means Defendant, and each of its present, former, or future
21 owners officers, members, directors, shareholders, partners, employees, insurers,
22 successor, predecessors, contractors, assigns, and managing agents, and any and all
23 agents, legal representatives, and/or attorneys.

24 23. The "**Released PAGA Claims**" means all claims for PAGA penalties that were alleged,
25 or reasonably could have been alleged, based on the facts stated in the Operative
26 Complaint and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred
27 during the PAGA Period, including each and every cause of action asserted against
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1 Defendant in the Operative Complaint for: (1) violation of California Labor Code sections
2 1194, 1197, and 1197.1 for failure to pay minimum wage; (2) violation of California
3 Labor Code sections 510 and 1198 for failure to pay overtime wages; (3) violation of
4 California Labor Code sections 226.7 and 512(a) for failure to provide legally required
5 meal periods; (4) violation of California Labor Code section 226.7 for failure to provide
6 legally required rest periods; (5) violation of California Labor Code section 204 for failure
7 to timely pay wages during employment; (6) violation of California Labor Code sections
8 201, 202, and 203 for failure to pay all wages at time of discharge or resignation from
9 employment; (7) violation of California Labor Code section 1174(d) for failure to
10 maintain accurate payroll records; (8) violation of California Labor Code section 226(a)
11 for failure to furnish accurate itemized wage statements; and (9) violation of California
12 Labor Code sections 2800 and 2802 for failure to reimburse necessary business expenses.

13 24. No individualized notice of this Order and Judgment is required to be provided to the
14 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA
15 through the online system established for the filing of notices and documents, in
16 conformity with California Labor Code § 2699(l)(3).

17 25. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction
18 over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the
19 terms and intent of the Settlement and this Order.

20 26. A Non-Appearance Final Accounting Hearing is set for _____ at
21 _____ in Department 402 of the above-entitled Court. A Final Report is due to be
22 filed no later than _____ confirming that disbursements were made
23 pursuant to the Settlement.

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1 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
2 **ENTERED ACCORDINGLY.**

3
4 DATED: _____

5 THE HONORABLE DANIEL BRICKEY
6 JUDGE OF THE SUPERIOR COURT
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EXHIBIT 1

EXHIBIT A

Christa Morton and Cindy Bravo v. PSI Services, LLC
Fresno County Superior Court Case No. 24CECG00024

[Date]

[Employee Name]

[Employee Address]

[City, State Zip]

You are reviving this notice because of a lawsuit filed by Christa Morton and Cindy Bravo (“Plaintiffs”) against PSI Services, LLC (“Defendant”). By way of the lawsuit, Plaintiffs sought civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 et seq. (“PAGA”), for alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses.

Defendant denies the allegations in the lawsuit and denies that it owed any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiffs have agreed to settle the case.

The settlement resolves the claims asserted in the lawsuit on behalf of individuals who worked for Defendant in the State of California as hourly-paid and/or non-exempt employees at any time during the period October 22, 2022 to May 26, 2024 (“Aggrieved Employees”).

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed with this letter is your settlement check. The settlement check will be valid for one hundred and eighty (180) calendar days from the date of issuance, and thereafter, the check will be canceled. Funds from canceled checks will be transmitted to the State Controller’s Office Unclaimed Property Fund in the name of the Aggrieved Employee whose check is voided.

On [Insert date Gross Settlement Amount is fully funded], all Aggrieved Employees released, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

“Released Parties” means Defendant; its present, former, or future owners, officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys.

“Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period. The Released PAGA Claims expressly excludes all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, workers’ compensation, and California class claims, and PAGA claims outside of the PAGA period. In no event shall the release of the Released PAGA

1 Claims in this Settlement Agreement release any individual claims of any individuals.

2 Do not call or write the Court to ask questions about the settlement. Any questions regarding the
3 settlement can be directed to the settlement administrator, [Administrator Name], at
4 [Administrator Phone Number].
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