

Jonathan M. Genish (State Bar No. 259031)
jgenish@blackstonepc.com
Barbara DuVan-Clarke (State Bar No. 259268)
BDC@blackstonepc.com
Alexander K. Spellman (State Bar No. 250398)
aspellman@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Annabel Blanchard (State Bar No. 258135)
ablanchard@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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.: 24CECG00039

*Assigned for all purposes to the
Honorable Jon M. Skiles, Dept. 403*

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

Complaint: January 2, 2024
Trial Date: None Set

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IT IS HEREBY ORDERED THAT:

4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action (“**Action**”).

1 5. The individuals covered under the Settlement consist of the following: “a person
2 employed by Defendant in the State of California and classified as an hourly or non-exempt
3 employee who worked for Defendant during the PAGA Period (“**Aggrieved Employees**”). The
4 “PAGA Period” means the period from October 22, 2022, through May 26, 2024..

5 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
6 negotiations.

7 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the
8 sum allocated for payment of penalties under PAGA (“**PAGA Penalties**”), and determines that
9 it is fair, just, reasonable, and adequate. The Court hereby approves the PAGA Penalties, which
10 shall be the Gross Settlement Amount (\$362,100.00) less the approved PAGA Counsel Fees
11 Payment and PAGA Counsel Litigation Expenses Payment to PAGA Counsel, and
12 Administration Expenses Payment to Apex Class Action Administration
13 (“**Administrator**”). Seventy-five percent (75%) of the PAGA Penalties shall be distributed to
14 the LWDA (“**LWDA PAGA Payment**”) and twenty-five percent (25%) of the PAGA Penalties
15 shall be distributed on a pro-rata basis to the Aggrieved Employees in accordance with this Order
16 and Judgment and the Settlement Agreement.

17 8. The Court has considered the Settlement, and the monetary allocations provided
18 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
19 Administrator to administer the Settlement and to make the payments as provided for by, and
20 consistent with, this Order and Judgment and the Settlement Agreement.

21 9. The Court approves the payment of \$126,735.00 to Blackstone Law, APC for
22 attorneys’ fees. This amount shall be paid from the Gross Settlement Amount and shall be
23 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

24 10. The Court approves the payment of \$20,000.00 to Blackstone Law, APC for
25 reimbursement of actual litigation costs and expenses incurred in the Action. This amount shall
26 be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order
27 and Judgment and the Settlement Agreement.

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

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

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

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

15 15. Within fifteen (15) calendar days of the Court’s entry of this Order and Judgment,
16 Defendant will deliver Aggrieved Employee identifying information in Defendant’s possession,
17 including each Aggrieved Employee’s full name, last-known mailing address, Social Security
18 number, and number of PAGA Pay Periods during the PAGA Period (collectively, “**Aggrieved**
19 **Employee Data**”) to the Administrator in the form of a Microsoft Excel spreadsheet, or a
20 comparable format.

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

23 17. Within fourteen (14) calendar days after Defendant funds the Gross Settlement
24 Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA
25 PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and
26 the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees
27 Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of
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Individual PAGA Payments.

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

19. If the actual number of PAGA Pay Periods during the PAGA Period exceeds 7,247 by more than ten (10%) (i.e., more than 7,971) then the Gross Settlement Amount will increase proportionally for each Pay Period above the 10% threshold.

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

21. Effective on the date when Defendant fully funds the Gross Settlement Amount, all Aggrieved Employees are deemed to release, 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.

22. The "**Released Parties**" means Defendant, and each of its former and present, directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

23. The "**Released PAGA Claims**" means all claims arising during the PAGA Period for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts in the Operative Complaint and the PAGA Notice, including claims pursuant to California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order.

24. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with

1 California Labor Code § 2699(1)(3).

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

5 26. A Non-Appearance Final Accounting Hearing is set for _____
6 at _____ in Department 403 of the above-entitled Court. A Final Report is due to be filed
7 no later than _____ confirming that disbursements were made pursuant to
8 the Settlement.

9 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
10 **ENTERED ACCORDINGLY.**

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12 DATED: _____

13 _____
14 THE HONORABLE JON M. SKILES
15 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. 24CECG00039

[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, and each of its former and present, directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

“Released PAGA Claims” means all claims arising during the PAGA Period for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts in the Operative Complaint and the PAGA Notice, including claims pursuant to California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and pursuant to the applicable Industrial Welfare Commission (“IWC”) Wage Order.

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

1 [Administrator Phone Number].
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