

1 **JUSTICE FOR WORKERS, P.C.**

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**

10 DOELISHA KELLY, an individual and on
11 behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 PAN AMERICAN PROPERTIES, INC., a
15 California corporation; and DOES 1 through
50,

16 Defendants.

Case No.: 30-2023-01362739-CU-OE-CXC

[Assigned for All Purposes to:
Hon. William Claster, Dept. CX101]

**(PROPOSED) JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
ATTORNEY'S FEES AND COSTS, AND
PLAINTIFF'S INDIVIDUAL SETTLEMENT**

DATE: May 16, 2025

TIME: 9:00 a.m.

DEPT: CX101

RESERVATION NO: 74540726

Action Filed: November 17, 2023

Trial Date: Not Set

1 Plaintiff Doelisha Kelly's ("Plaintiff") Motion for Approval of California Private Attorneys
2 General Act ("PAGA") Settlement, Attorney's Fees and Costs, and Plaintiff's Individual Settlement
3 (the "Motion") came on regularly for hearing before this Court on May 16, 2025 at 9:00 a.m. This
4 Court, having considered the proposed Joint Stipulation and Agreement for PAGA Representative
5 Action Settlement (the "Settlement" or "Agreement") between Plaintiff and Defendant Pan
6 American Properties, Inc. ("Defendant"), Plaintiff's Motion and Memorandum of Points and
7 Authorities in support thereof, and supporting declarations filed therewith; and good cause
8 appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

9 1. The Court, for purposes of this Judgment and Order, incorporates and adopts all
10 defined terms and provisions as set forth in the Settlement Agreement, which was attached to the
11 Declaration of William C. Sung in Support of Motion for Approval of PAGA Settlement as
12 "Exhibit 1."

13 2. The Court hereby GRANTS the Motion.

14 3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
15 asserted in this action and is authorized to act as a private attorney general with respect to the
16 PAGA claims being released under the terms of the Settlement. The California Labor and
17 Workforce Development Agency (the "LWDA") was provided with notice of the Settlement via its
18 online submission process and the LWDA has not made any objection to the Settlement.

19 4. The obligations set forth in the Settlement Agreement regarding the settlement of the
20 Action are deemed part of this Judgment and Order, and the Parties and the Settlement
21 Administrator are ordered to carry out the Settlement Agreement according to its terms and
22 provisions.

23 5. Release of Claims. Upon the Effective Date (i.e., date of entry of this Judgment and
24 Order) and Defendant's funding of the Gross Settlement Amount, Plaintiff, as the representative for
25 the State of California and all Aggrieved Employees, and on behalf of their current, former, and
26 future heirs, executors, administrators, attorneys, agents, and assigns, shall be deemed to have fully
27 and finally released and discharged Released Parties from the Released Claims.

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- 1 a. “Aggrieved Employees” are all current or former non-exempt, hourly
2 employees of Defendant who worked in California at any time during the PAGA Period.
- 3 b. The “Gross Settlement Amount” is \$195,000.00.
- 4 c. The “PAGA Period” November 17, 2022 through December 29, 2024.
- 5 d. “Released Parties” are Defendant Pan American Properties, Inc. and any of
6 its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated
7 companies and their shareholders, officers, directors, employees, agents, attorneys, insurers
8 (including but not limited to Accelerant Specialty Insurance Company and Premier Claims
9 Management, LLC), successors and assigns, and any individual or entity that could be liable for any
10 of the Released Claims, and Defendant's counsel
11 of record in the Action.
- 12 e. “Released Claims” are all claims for civil penalties under the California
13 Private Attorneys General Act (“PAGA”) that are alleged or which reasonably could have been
14 alleged against Released Parties during the PAGA Period based on the facts alleged in the operative
15 First Amended Complaint, including, but not limited to claims pursuant to California Labor Code
16 sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 558.1, 1021.5,
17 1182.12, 1174, 1182.8, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 through 2699.5, 2802,
18 Business and Professions Code section 17200, *et seq.*, 17202 and 17203, Code of Civil Procedure
19 section 1021.5, California Code of Regulations, Title 8, Section 11070 and California Wage Order
20 No. 5-2001.
- 21 6. The Settlement is not an admission by Defendant, nor is this Judgment and Order a
22 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Judgment
23 and Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the
24 Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or
25 liability whatsoever by or against Defendant.
- 26 7. The Court appoints Apex Class Action LLC as the Settlement Administrator.
- 27 8. Defendant shall pay the Gross Settlement Amount of \$195,000.00 within 45 days of
28 the Effective Date.

1 9. Within 21 after Defendant pays the Gross Settlement Amount, the Settlement
2 Administrator shall disburse the Gross Settlement Amount as follow:

3 a. A payment in the amount of \$73,888.46, payable to the LWDA for civil
4 penalties pursuant to PAGA;

5 b. Individual PAGA Payments totaling \$24,629.49, payable to the Aggrieved
6 Employees on a pro rata basis in accordance with the formula set forth in § 33.d. of the Agreement
7 for civil penalties pursuant to PAGA;

8 c. An award of \$65,000.00 to Justice for Workers, P.C. for PAGA Counsel's
9 Fees Payment pursuant to PAGA;

10 d. An award of \$7,492.05 to Justice for Workers, P.C. for PAGA Counsel's
11 Costs Payment pursuant to PAGA;

12 e. A payment of \$20,000.00 to Plaintiff Doelisha Kelly for settlement of her
13 individual wage and hour claims, pursuant to the Settlement; and

14 f. A payment in the amount of \$3,990.00 to the Settlement Administrator, Apex
15 Class Action LLC, for Settlement Administrator Expenses Payment.

16 10. The Parties shall bear their own respective attorney's fees and costs, except as
17 otherwise provided for in the Settlement and approved by the Court. Defendant and the Released
18 Parties shall have no further liability for costs, expenses, interests, attorney's fees, or for any other
19 charge, expense, or liability relating to the Released Claims and shall be released from all claims as
20 set forth in the Settlement Agreement and in this Judgment and Order.

21 11. Plaintiff shall submit a copy of this Judgment and Order to the LWDA within 14
22 calendar days after entry of this Judgment and Order.

23 12. This Judgment and Order is intended to be a final disposition in its entirety of the
24 above-captioned action. Pursuant to California Code of Civil Procedure section 664, this Court shall
25 retain jurisdiction over the Parties, Action, and the Settlement Agreement solely for purposes of (i)
26 enforcing the Settlement Agreement and/or this Judgment and Order, (ii) addressing settlement
27 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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1 13. The Court sets a Hearing Re: Distribution on _____, 2026 at ____ a.m.
2 in Department CX101. Plaintiff is ordered to file a final report and declaration by the Settlement
3 Administrator regarding settlement distribution no later than ____ court days prior to the Hearing.

4 **IT IS SO ORDERED.**

5
6 DATED: _____, 2025

Hon. William Claster
Judge of the Superior Court