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12 Attorneys for Plaintiff Veronica Valdez Flores,
13 individually and on behalf of all others similarly situated.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

VERONICA VALDEZ FLORES, individually
and on behalf of all others similarly situated

Plaintiff,

vs.

CASA DE LAS CAMPANAS; and DOES 1
through 20, inclusive,

Defendants.

Case No. 37-2024-00001362-CU-OE-CTL

*Assigned for all purposes to
Hon. Judy Bae
Department C-62*

**~~FIRST AMENDED PROPOSED~~
ORDER GRANTING MOTION FOR
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

Date: June 18, 2025
Time: 9:10 A.M.
Dept.: C-62

**~~FIRST AMENDED PROPOSED~~ ORDER GRANTING MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

FILED
San Diego Superior Court

JUN 18 2025

By: S. Christensen, Deputy

The Court has received and considered the ~~joint stipulation~~ of Plaintiff Veronica Valdez Flores, as an individual, and on behalf of the people of the State of California and as an "aggrieved employee" acting as a private attorney general under the Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* ("PAGA") and Defendant Casa De Las Campanas in the above-captioned action.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

The Judgment incorporates by reference the definitions in the PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT (the "Settlement"), a copy of which is attached as Exhibit 1 to the Declaration of Alexander G. L. Davies in Support of Motion for Approval of Private Attorneys General Act Representative Action Settlement, and all terms defined therein shall have the same meaning as set forth in the Settlement.

The Court hereby approves the Parties' proposed Settlement and hereby enters FINAL JUDGMENT based on the terms set forth in the Parties' Settlement in favor of Plaintiff and the Aggrieved Employees in the Gross Settlement Amount of \$601,000.00. Of this, one-third (or \$200,333.33) of the Gross Settlement Amount is awarded as attorney fees paid to Plaintiff's Counsel, \$17,488.90 is awarded as costs paid to Plaintiff's Counsel, \$10,000.00 is awarded to Plaintiff in exchange for a General Release, and \$10,950.00 is awarded as administrative costs paid to the Settlement Administrator. Of the remaining Net Settlement Amount, 75% shall be paid to the Labor and Workforce Development Agency and 25% shall be paid to the Aggrieved Employees as set forth in the Settlement Agreement.

The Court hereby approves, as to form and content, the notice to be distributed to the PAGA Employees, attached to this Order as **Exhibit A**. All Individual Settlement Checks will expire 180 days after the initial mailing. Any uncashed funds shall be transmitted to the State Controller's Office Unclaimed Property Fund in the name of each Aggrieved Employee whose check is voided.

A Final ~~Non-Appearance~~ ^{Accounting} Hearing is set for **March 20, 2026 at 9:10 a.m.**, ~~for at a later date that is convenient with the Court on _____, 2026 at _____ a.m. / p.m.~~, in

1 Department 62 of the above-entitled Court. The administrator is to file a declaration no later than
2 5 court days in advance to confirm that the distribution of funds is complete, including any
3 distribution to the State Controller per the settlement agreement. If distribution efforts are not
4 complete, counsel shall call the clerk and reschedule.

5 This Judgment is intended to be a final disposition in its entirety of the above captioned
6 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
7 of all matters relating to the interpretation, administration, implementation, effectuation, and
8 enforcement of the Settlement pursuant to C.C.P. § 664.6.

9 IT IS SO ORDERED.

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11 Dated: 6/18/2025



12 Hon. Judy Bae
13 Judge of the Superior Court of the State of California
14 County of San Diego
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EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: *Veronica Valdez Flores v. Casa De Las Campanas, et al.*
Notice of PAGA Settlement, Settlement Payment, and Release of Claims

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Flores v. Casa De Las Campanas, et al.*, San Diego County Superior Court Case No. 37-2024-00001362-CU-OE-CTL.

I. NOTICE OF PAGA SETTLEMENT AND PAYMENT

The San Diego County Superior Court (the "Court") has approved a settlement in the above-referenced action filed by a Plaintiff, on behalf of himself and all California citizens currently or formerly employed by Casa De Las Campanas as non-exempt employees in the State of California at any time from January 11, 2023, until December 31, 2024 (the "Aggrieved Employees"). That case was filed against Defendant Casa De Las Campanas ("Defendant" or "CDLC") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The claim was brought on behalf of the State of California and all other Aggrieved Employees of Defendant. You have been identified as one of the Aggrieved Employees on whose behalf the case was brought.

The Plaintiff in the case alleged that Defendant violated certain California Labor Code violations. Plaintiff was solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and other Aggrieved Employees under PAGA. CDLC denies that it did anything wrong or that it owes any penalties whatsoever. CDLC maintains that it was at all relevant times, compliance with the California Labor Code. Solely the purpose of compromising and settling the case to avoid the cost and operational burden of continued litigation, the Parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. Under the PAGA statute, the penalties get divided between the State and the aggrieved employees. The enclosed check represents your portion of the penalties allocated to the aggrieved employees.

II. RELEASE OF CLAIMS

The Court has approved the Parties' Settlement. By operation of the Settlement's terms, all Aggrieved Employees will release the Released Parties from all claims of Aggrieved Employees for civil penalties under PAGA during the PAGA Period that were alleged or which could have been alleged based on the facts alleged in Plaintiff's operative complaint and PAGA letter, which arose during the PAGA Period, including alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2698, *et seq.*, ("Released Claims"). The "Released Parties" include Defendant Casa De Las Campanas, and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, affiliates, and any alleged co-employers. ("Released Parties").

Upon entry of an order by the Court approving the Settlement, any Aggrieved Employee covered by the Settlement will be barred from proceeding with any claims released by the Settlement.

III. PAGA SETTLEMENT PROCEEDS BREAKDOWN

Pursuant to the terms of the Court-approved Settlement, and in line with the requirements under PAGA, the breakdown of the settlement proceeds, the deductions from the Gross Settlement Amount, and breakdown of the Net PAGA Settlement payments between the LWDA and the Aggrieved Employees is as follows:

Gross Settlement Amount: **\$601,000.00**

Court-Approved Deductions from Gross Settlement Amount:

- Less Attorney Fees (33.33% of the Gross Settlement Amount): \$200,333.33
- Less Litigation Costs \$17,488.90
- Less Administration Costs \$10,950.00

Net PAGA Settlement: **\$362,277.77**

- Net PAGA Settlement to the LWDA (75%): **\$271,670.83**
- Net PAGA Settlement to the Aggrieved Employees (25%): **\$90,556.94**

* * *

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter), Plaintiff's counsel or Defendant's counsel:

Samuel Wong Kashif Haque Jessica Campbell Alexander G.L. Davies AEGIS LAW FIRM, PC 9811 Irvine Center Drive, Suite 100 Irvine, California 92618 Telephone: (949) 379-6250 Email: adavies@aegislawfirm.com Counsel for Plaintiff	Jennifer N. Lutz, Esq. Haley A. Murphy, Esq. PETTIT KOHN INGRASSIA LUTZ & DOLIN PC 11622 El Camino Real, Suite 300 San Diego, CA 92130 Telephone: (858) 755-8500 Counsel for Defendant
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Very Truly Yours,

[administrator]

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On June 17, 2025, I served the foregoing document(s) entitled:

- 5 • **[FIRST AMENDED PROPOSED] ORDER GRANTING MOTION FOR**
6 **APPROVAL OF PAGA SETTLEMENT AND ENTERING JUDGMENT**

7 on all the appearing and/or interested parties in this action by delivering ☐
8 the original ☒ a true copy thereof on the party(ies) addressed below as
follows:

9 Jennifer Lutz
10 Kimberly Shipp
11 Haley Murphy
12 Joseph Martinez
13 **PETTIT KOHN INGRASSIA LUTZ & DOLIN**

14 Direct (858) 345-8513
15 Fax (858) 755-8504
16 jlutz@pettitkohn.com
kshipp@pettitkohn.com
hmurphy@pettitkohn.com
jmartinez@pettitkohn.com

17 Attorneys for Defendants:
18 CASA DE LAS CAMPANAS

19 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
20 correspondence for mailing. Under that practice it would be deposited with the U.S.
21 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
22 in the ordinary course of business. I am aware that on motion of the party served, service
23 is presumed invalid if postage cancellation date or postage meter date is more than one
day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
R. Civ. Proc. 5(a); *Fed. R. Civ. Proc.* 5(c).)

24 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
25 practice of Aegis Law Firm PC for collection and processing correspondence for
26 overnight delivery, and I caused such document(s) described herein to be deposited for
27 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

28 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
5(b)(2)(A).)

1
2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct.

4 Executed on June 17, 2025, at Irvine, California.

5 Laila Shams

6 Laila Shams
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