

1 Manny Starr (319778)
manny@frontierlawcenter.com

2 Daniel Ginzburg (327338)
dan@frontierlawcenter.com

3 **FRONTIER LAW CENTER**

4 6200 Canoga Ave., Suite 470

Woodland Hills, CA 91367

5 Telephone: (818) 914-3433

6 Facsimile: (818) 914-3433

7 Attorneys for Plaintiff Kimberly Ann Guzman,
individually and on behalf of all others similarly situated

8 **IN THE SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF SANTA CLARA**

10 KIMBERLY ANN GUZMAN, individually and
11 on behalf of all others similarly situated,

12 Plaintiff(s),

13 v.

14 TCA WEST, INC.; and DOES 1 through 100,

15 Defendant(s).

Case No. 24CV439120

**PROPOSED ORDER FOR COURT
APPROVAL OF PAGA SETTLEMENT**

Date: April 1, 2026

Time: 1:30 PM

Dept: 19

Reservation Confirmation: BZ9Y4QH3

18
19 **The Court heard the motion to approve the PAGA settlement on April 1, 2026, at 1:30**
20 **PM in Department 19, and orders the following:**

- 21 1. The Court grants approval of the terms of the Agreement pursuant to the Labor Code Private
22 Attorneys General Act of 2004, Labor Code § 2698, *et seq.*, including the amount of the
23 settlement; the amount of distributions to the State and Aggrieved Employees; the amounts
24 allocated to attorney's fees and costs; the amount allocated to the service award fee for
25 Plaintiff; and the amount allocated to the settlement administrator; and,
- 26 2. The Court directs disbursement of the Gross Settlement Amount pursuant to the terms of the
27 Agreement, which are the following:

1 a. The Aggrieved Employees: The Aggrieved Employees are: “all current and former non-
2 exempt, hourly employees in California that worked for Defendant from March 8, 2023, to the
3 present.” It is estimated that there are 178 Aggrieved Employees and 9,660 pay periods.

4 b. No Reversion: The Settlement will result in no “unpaid residue” under California Civil
5 Procedure Code § 384.

6 c. Gross Settlement Amount: Defendant agrees to pay \$115,000 (hereinafter the “Gross
7 Settlement Amount” or “GSA”) for settlement of the PAGA Penalties, which shall be inclusive of
8 Plaintiff’s Counsel’s attorney’s fees and costs, the Settlement Administrator’s fees and costs, and
9 the service award fee for Plaintiff.

10 d. Net Settlement Amount: \$54,962 will be available for distribution to the Aggrieved
11 Employees and the LWDA. Of this amount, the LWDA will receive \$41,221.50, and Aggrieved
12 Employees will receive \$13,740.50.

13 e. Plaintiff’s Attorney Fees: Plaintiff’s counsel is awarded attorney’s fees in the amount of
14 \$40,250, which is 35% of the GSA.

15 f. Plaintiff’s Litigation Costs: Plaintiff’s counsel’s litigation costs are awarded in the amount
16 of \$11,538.

17 g. Settlement Administration: Payment to Aggrieved Employees and administration will be
18 accomplished through third-party settlement administrator ILYM Group, Inc., which has agreed to
19 perform Settlement Administrator duties for a fee not to exceed \$3,250.00, which is reasonable
20 compensation for the services provided.

21 h. Service Award Payment: Plaintiff will receive \$5,000 from the GSA as consideration for
22 representing all Aggrieved Employees and for the general release of her individual claims under a
23 separate settlement agreement.

24 i. Uncashed Checks: Funds represented by checks returned as undeliverable after a re-
25 mailing, and funds represented by checks remaining un-cashed for more than 180 days after
26 issuance, will be transmitted to the Controller of the State of California to be held pursuant to the
27 Unclaimed Property Law, California Civil Code Section 1500, et seq., in the names of those
28 Aggrieved Employees who did not cash their checks until such time they claim their property.

1 j. Release: In exchange for the above settlement consideration, Defendant shall be entitled to
2 a release from the LWDA and Plaintiff for the PAGA allegations. This Judgment binds all non-
3 party Aggrieved Employees to the theories alleged in the PAGA cause of action alleged in the
4 complaint and PAGA notice.

5 k. Tax Allocation: 100% of each Aggrieved Employee Payment to Aggrieved Employees
6 are classified as civil penalties, which will be reported on IRS Form 1099, if required.

7 l. Notice to LWDA: The Declaration of Manny Starr confirms that notice was provided to
8 the LWDA. (Declaration of Manny Starr, ¶ 30.)

9 After reviewing the Settlement and other related documents, and the filings submitted by
10 Plaintiff, **IT IS HEREBY ORDERED AS FOLLOWS:**

- 11 1. The Court hereby GRANTS approval of the PAGA Settlement upon the terms and
12 conditions set forth in the Settlement attached as Exhibit 3 to the Declaration of Manny
13 Starr. The Court finds that the terms of the proposed Settlement are reasonable. In granting
14 approval of the Settlement, the Court has considered the factors identified in *Williams v.*
15 *Superior Court*, 3 Cal.5th 531 (2017), *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56
16 (2021), *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), and other authorities
17 providing a coherent framework for evaluating this Settlement.
- 18 2. The Court hereby identifies the Aggrieved Employees as: all current and former non-
19 exempt, hourly employees in California that worked for Defendant from March 8, 2023, to
20 the present. This Order incorporates by reference the definitions in the Settlement, and all
21 capitalized terms defined therein shall have the same meaning in this Order as set forth in
22 the Settlement.
- 23 3. The Court hereby finds the Settlement was the product of informed, non-collusive
24 negotiations conducted at arms' length by the Parties, including a full-day mediation on July
25 22, 2025, with experienced employment law mediator Michael J. Loeb, Esq. In making
26 these findings, the Court considered Defendant's potential liability, the benefit to the State
27 of California, allocation of settlement proceeds among Aggrieved Employees, and the fact
28 that a settlement represents a compromise of the Parties' respective positions rather than the

1 result of a finding of liability at trial. The Court further finds that the terms of the Settlement
2 have no obvious deficiencies. The Court finds that the risks of further prosecution are
3 substantial and include the risks that (1) penalties would be reduced after evaluation of the
4 totality of the circumstances, (2) that no penalties would be awarded for some or all of the
5 alleged violations, (3) that derivative claims would fail, (4) that expensive surveys would be
6 required to prove meal and rest break violations, and (5) that individualized inquiries would
7 overwhelm common questions and prevent representative treatment.

- 8 4. The Court hereby approves ILYM Group, Inc. to serve as the Administrator. The
9 Administrator will be paid pursuant to the Agreement's terms for such distribution, in the
10 requested amount of **\$3,250.00** out of the Gross Settlement Amount to effectuate
11 administration. Defendant will provide the Administrator with a list of Aggrieved
12 Employees' Data within 7 days from entry of this Order that Defendant will compile from
13 its records, which shall include each Aggrieved Employee's (i) last-known first and last
14 name, (ii) last-known mailing address, (iii) Social Security number, (iv) dates of
15 employment as a non-exempt, hourly employee in California during the PAGA Period, and
16 (v) such other information as is necessary for the Administrator to calculate compensable
17 PAGA Pay Periods. The Administrator will calculate each Aggrieved Employee's
18 Aggrieved Employee Payment on a *pro rata* basis. The Administrator will also establish the
19 settlement account and prepare, administer, and distribute settlement checks to the
20 Aggrieved Employees, including necessary tax forms (IRS Form 1099). If a check is
21 returned to the Settlement Administrator as undeliverable during the one hundred eighty-day
22 period, the Settlement Administrator shall take all reasonable efforts to identify the
23 Aggrieved Employee's correct address, including the performance of a "skip-trace." The
24 funds represented by Aggrieved Employee Payment Share checks remaining uncashed for
25 more than one hundred and eighty (180) calendar days after issuance shall be voided and
26 then shall be transmitted to the Controller of the State of California to be held pursuant to
27 the Unclaimed Property Law, California Civil Code Section 1500, *et seq.*, in the names of
28

1 those Aggrieved Employees who did not cash their checks until such time they claim their
2 property.

3 5. Pursuant to the Agreement, the gross settlement amount is **\$115,000**, less (i) the Service
4 Award Fee to Plaintiff; (ii) the PAGA counsel's fee payment; (iii) the PAGA counsel's
5 litigation expenses payment; and (iv) the Settlement Administrator Costs. After awards, the
6 Net Settlement Amount is **\$54,962**. The LWDA shall receive 75% of the penalties allocated,
7 which is **\$41,221.50**. Aggrieved Employees shall receive 25% of the penalties allocated,
8 which is **\$13,740.50**.

9 6. The Court hereby awards PAGA Counsel Fees Payment in the amount of **\$40,250**, which is
10 35% of the GSA. The Court finds that the PAGA Counsel Fees Payment is reasonable
11 compared to amounts routinely approved in similar settlements and as guided by the
12 California Supreme Court's decision concerning the awarding of fees from monetary funds.
13 *Laffitte v. Robert Half Intern. Inc.* (2016), 1 Cal. 5th 480, 503. PAGA Counsel proceeded on
14 a contingency basis despite the uncertainty of any fee award. PAGA Counsel was
15 necessarily precluded from pursuing other potential sources of fees because of work in
16 connection with this Action. The Court observed that this is not a class action. It is more
17 akin to contingent representation with an additional requirement of Court review due to the
18 qui tam nature of a PAGA claim. Based on these considerations, including the lodestar
19 cross-check showing a lodestar of approximately \$49,365 for 109.2 hours, a fee award of
20 35% of the total GSA is reasonable and represents a negative multiplier.

21 7. The Court hereby awards PAGA counsel litigation expenses payment in the total amount of
22 **\$11,538**.

23 8. The Court hereby awards Plaintiff the Service Award Fee in the amount of **\$5,000**. The
24 Court finds this amount is reasonable and warranted given Plaintiff's active participation in
25 the litigation, including meeting with counsel, producing documents, reviewing discovery,
26 participating in a full-day mediation, and the risks to her future employability. The award is
27 also justified given that Plaintiff signed a broader general release under Cal. Civ. Code §
28 1542 for her individual claims than the release required of Aggrieved Employees.

1 9. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on the
2 provisions and timelines set forth in the Agreement.

3 10. The Court approves, both as to form and content, the PAGA Settlement Notice to Aggrieved
4 Employees attached to the Agreement.

5 11. Pursuant to the terms of the Settlement, the released persons and entities include Defendant
6 TCA West, Inc., including its parent corporation, and its affiliates, subsidiaries, divisions,
7 predecessors, insurers, successors and assigns, and its current and former employees,
8 attorneys, officers, directors and agents thereof, both individually and in their business
9 capacities, and their employee benefit plans and programs and the trustees, administrators,
10 fiduciaries and insurers of such plans and programs.

11 12. Upon entry of this Order approving the Settlement and the Judgment thereon, PAGA claims
12 are released as follows:

13 Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to
14 have knowingly and voluntarily released and forever discharged Defendant and its parent
15 corporation, and its affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns,
16 and its current and former employees, attorneys, officers, directors and agents thereof, both
17 individually and in their business capacities, and their employee benefit plans and programs and the
18 trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the
19 “Released Parties”), to the full extent permitted by law, of and from the Action and from any and all
20 claims, arising during the PAGA Period (March 8, 2023, to the present), for civil penalties under
21 California Labor Code section 2698, et seq. (“PAGA”) as well as any interest, fees, and costs
22 available under PAGA, based on the factual allegations in the Complaint, including for failure to
23 provide compliant meal periods and associated premiums, failure to provide compliant rest periods
24 and associated premiums, failure to provide compliant and accurate wage statements, failure to
25 reimburse necessary business-related expenses, and failure to timely pay final wages, in violation of
26 California Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197.1,
27 2699, and 2802, and Industrial Welfare Commission Wage Orders (collectively, the “Released
28 Claims”). The Released Claims expressly exclude all other claims, including Plaintiff’s Individual

1 Settlement Payment which is subject to a separate release, claims for vested benefits, wrongful
2 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
3 disability, social security, workers' compensation, and California class claims and PAGA claims
4 outside of the PAGA Period. Aggrieved Employees' individual wage and hour claims are expressly
5 not released.

6 13. The Court hereby enters Final Judgment in this case in accordance with the terms set forth in
7 this Order.

8 14. Final Accounting (Nonappearance) Hearing is set for _____. Plaintiff shall
9 file a report concerning the amount of money distributed and/or uncashed five (5) days
10 before the Final Accounting (Nonappearance) Hearing.

11 15. The Court shall retain jurisdiction with respect to all matters related to the administration
12 and consummation of the Settlement, and any and all claims asserted in, arising out of, or
13 related to the subject matter of the lawsuit, including but not limited to all matters related to
14 the Settlement and the determination of all controversies relating thereto.

15
16 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

17
18 DATED: _____

By: _____
Judge of the Superior Court, County of
Santa Clara