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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

SELENA EVINS, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

PEPPERBUSH HOLDINGS, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2024-00023225-CU-OE-CTL

[Assigned to Hon. Carolyn Caietti, Dept. C-70]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

*[Filed with (1) Plaintiff's Notice of Motion and
Motion to Approve PAGA Settlement, (2) the
Declaration of Kane Moon, (3) the Declaration
of Sean Hartranft, and (4) [Proposed]
Judgment]*

PAGA APPROVAL HEARING:

Date:

Time:

Dept.: C-70

Action Filed: May 20, 2024

Trial Date: Not Set

1 **[PROPOSED] ORDER**

2 Plaintiff Selena Evins (“Plaintiff”) seeks approval of a PAGA Settlement Agreement (the
3 “PAGA Settlement”) entered into with Defendant Pepperbush Holdings, LLC (“Defendant”)
4 (together, the “Parties”) in full resolution of the above-captioned litigation (the “Action”).

5 The Court having duly considered Plaintiff’s Notice of Motion and Motion to Approve
6 PAGA Settlement (“Motion”), the supporting declarations and exhibits thereto, all papers filed
7 and proceedings had herein, and having reviewed the record in this Action, and good cause
8 appearing,

9 **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:**

10 1. The Court, for purposes of this Order, refers to all defined terms and provisions as set
11 forth in the PAGA Settlement, which is attached as “**Exhibit 1**” to the Declaration of Kane Moon in
12 Support of Plaintiff’s Motion filed herewith.

13 2. The Court hereby GRANTS the Motion, and the PAGA Settlement is hereby accepted
14 and approved.

15 3. The Released PAGA Claims shall bind the following individuals (“Aggrieved
16 Employees”): All current and former California hourly-paid, non- exempt employees of Defendant
17 employed at any time from April 24, 2024 to February 27, 2025.

18 4. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
19 asserted in this action and is authorized to act as private attorney general with respect to the PAGA
20 claims being released under the terms of the PAGA Settlement. The California Labor and Workforce
21 Development Agency (the “LWDA”) was provided with notice of the PAGA Settlement via its online
22 submission process, and no objection has been received to the PAGA Settlement from the LWDA.

23 5. The obligations set forth in the PAGA Settlement are deemed part of this Order, and
24 the Parties and Administrator are ordered to carry out the PAGA Settlement according to its terms
25 and provisions.

1 6. Release of Claims. Effective on the date when Defendant fully funds the entire
2 Gross Settlement Amount, Plaintiff, the LWDA, and Aggrieved Employees will release claims
3 against all Released Parties as follows: (PAGA Settlement, ¶ 5.)

4 a. Plaintiff's PAGA Release. Plaintiff and her respective former and present
5 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
6 administrators, successors, and assigns generally, release and discharge
7 Released Parties from all claims, transactions, or occurrences that occurred
8 during and in any way related to her employment with Defendant, and
9 throughout the PAGA Period, including, but not limited to, all claims that were,
10 or reasonably could have been, alleged, based on the facts contained in the
11 Operative Complaint in the Action and the PAGA Notice, which includes the
12 California Labor Code Private Attorneys General Act of 2004 (PAGA) claims
13 based on Defendant's alleged failure to pay minimum and overtime wages,
14 failure to provide meal periods, failure to authorize and permit rest periods,
15 failure to maintain accurate records for hours worked and meal periods, failure
16 to timely pay wages, failure to provide accurate wage statements, failure to
17 indemnify for necessary business expenses, and all other claims and allegations
18 made or which could have reasonably been made in the Action based on the
19 facts and allegations pled in the Operative Complaint and PAGA Notice
20 ("Plaintiff's PAGA Release"). Plaintiff's PAGA Release does not extend to any
21 claims or actions to enforce this Agreement, or to any claims for vested
22 benefits, unemployment benefits, disability benefits, social security benefits,
23 workers' compensation benefits that arose at any time, or based on occurrences
24 outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover
25 facts or law different from, or in addition to, the facts or law that Plaintiff now
26 knows or believes to be true but agrees, nonetheless, that Plaintiff's PAGA
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1 Release shall be and remain effective in all respects, notwithstanding such
2 different or additional facts or Plaintiff's discovery of them. (*Id.* at ¶ 5.1.)

3 i. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

4 In addition to Plaintiff's PAGA Release, Plaintiff expressly waives and
5 relinquishes the provisions, rights, and benefits, if any, of section 1542
6 of the California Civil Code, which reads: "A general release does not
7 extend to claims that the creditor or releasing party does not know or
8 suspect to exist in his or her favor at the time of executing the release,
9 and that if known by him or her would have materially affected his or
10 her settlement with the debtor or released party." (*Id.* at ¶ 5.1.1.)

11 b. Release by Aggrieved Employees. All Aggrieved Employees are deemed to
12 release, on behalf of themselves and their respective former and present
13 representatives, agents, attorneys, heirs, administrators, successors, and
14 assigns, the Released Parties from all claims for PAGA penalties that were
15 alleged, or reasonably could have been alleged, based on the facts stated in the
16 Operative Complaint and the PAGA Notice. (*Id.* at ¶ 5.2.)

17 c. "Released Parties" means: Defendant, including Defendant's joint employers,
18 members, owners, officers, directors, shareholders, agents, assigns, attorneys,
19 insurers, independent contractors, employees, predecessors, successors,
20 parents, subsidiaries, affiliated entities, related entities or other representatives
21 of any kind, and related parties. (*Id.* at ¶ 1.27.)

22 7. The PAGA Settlement is not an admission by Defendant, nor is this Order a finding
23 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the PAGA
24 Settlement, nor any document referred to herein, nor any action taken to carry out the PAGA
25 Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability
26 whatsoever by or against Defendant.

1 8. Defendant shall pay the LWDA, Aggrieved Employees, PAGA Counsel, and the
2 Administrator pursuant to the terms of the Settlement Agreement:

- 3 a. A payment in the amount of \$39,256.88, which is 75% of the PAGA Penalties of
4 \$52,342.50, payable to the LWDA for civil penalties, pursuant to PAGA;
5 b. A payment in the amount of \$13,085.63, which is 25% of the PAGA Penalties of
6 \$52,342.50, payable to the Aggrieved Employees on a pro rata basis for civil
7 penalties, pursuant to PAGA;
8 c. An award of \$41,662.50, payable to PAGA Counsel, for reasonable attorneys'
9 fees, pursuant to PAGA;
10 d. An award of \$25,000.00, payable to PAGA Counsel, for reasonably attorneys'
11 costs, pursuant to PAGA; and
12 e. A payment in the amount of \$5,995.00, payable to the Administrator, for
13 settlement of administration costs.

14 9. The Court approves of the Notice of PAGA Settlement attached to the PAGA
15 Settlement as "**Exhibit A**" to be sent by the Administrator to the Aggrieved Employees along with
16 their respective Individual PAGA Payment.

17 10. The Court appoints Moon Law Group, PC as PAGA Counsel.

18 11. The Court appoints Apex Class Action Administration as the Administrator.

19 12. The Parties shall bear their own respective attorneys' fees and costs, except as
20 otherwise provided for in the PAGA Settlement and approved by the Court. Defendant and the
21 Released Parties shall have no further liability for costs, expenses, interests, attorneys' fees, or for
22 any other charge, expense, or liability relating to the Released PAGA Claims and shall be released
23 from all claims as set forth in the PAGA Settlement and in this Order.

24 13. This Action is dismissed with prejudice.

25 14. Pursuant to California Code of Civil Procedure section 664, this Court will retain
26 jurisdiction over the Parties, Action, and the PAGA Settlement solely for purposes of (i) enforcing the
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1 PAGA Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
2 addressing such post-Judgment matters as are permitted by law.

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4 **IT IS SO ORDERED.**

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6 DATED:

7 Hon. Carolyn Caietti
8 Judge of the San Diego County Superior Court
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