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Filed - 06/06/2025

Electronically filed by Superior Court of California
County of Placer on 06/06/2025
Jake Chatters, Clerk of the Court
By R. Hall Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER**

EDUARDO JUAREZ, an individual, and on
behalf of the State of California, as a private
attorney general,

PLAINTIFF,

v.

WRIGHT CELEBRATIONS, INC., a
California Corporation, and DOES 1 thru 50,
inclusive,

DEFENDANTS.

Case No: S-CV-0053190

[Assigned to the Hon. Michael W. Jones, Dept.
3]

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND FINAL JUDGMENT**

Date: June 5, 2025

Time: 8:30 a.m.

Dept.: 3

Complaint Filed: July 11, 2024

Trial Date: None Set

1 The Court has received and considered the application of Plaintiff Eduardo Juarez, an
2 individual, on behalf of the people of the State of California acting as a private attorney general
3 under the Labor Code Private Attorneys General Act of 2004, § 2698, *et seq.* (“PAGA”) for
4 approval of the Private Attorney General Act Settlement Agreement (“Settlement Agreement” or
5 “Settlement”) entered into between Plaintiff on behalf of the state of California as a private attorney
6 general pursuant to PAGA and Defendant Wright Celebrations, Inc.. The Court hereby approves
7 the Representative PAGA Settlement and enters judgment in favor of Plaintiff on the PAGA claims
8 in the amount of \$150,000.00.

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

10 1. All terms used in this Order Granting Approval of PAGA Settlement and Judgment
11 (the “Order”) shall have the same meanings given as those terms are used and/or defined in the
12 Parties’ Settlement Agreement.

13 2. The Court has jurisdiction over the subject matter.

14 3. The Court finds that the instant action presented a good faith dispute of the claims
15 alleged, and the Court finds in favor of settlement approval.

16 4. The Court finds the Parties proposed Settlement is fair, reasonable, and adequate in
17 view of PAGA’s purpose to remediate present labor law violations and Defendant’s desire to avoid
18 further legal costs. As such, the Court approves the Settlement of the above-captioned action, as set
19 forth in the Settlement Agreement. The Settling Parties are directed to perform in accordance with
20 the terms set forth in the Settlement Agreement.

21 5. The Court appoints and confirms Plaintiff Eduardo Juarez as the PAGA
22 representative.

23 6. The Court appoints David S. Winston and Winston Law Group, P.C. as PAGA
24 Counsel.

25 7. The Court hereby enters FINAL JUDGMENT in conformity with the Settlement
26 Agreement. All terms used herein shall have the same meaning as defined in the Settlement
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1 Agreement. The Settlement Administrator shall distribute the Gross Settlement Amount of
2 \$150,000 as follows:

- 3 (a) PAGA Counsel's attorneys' fees in the amount of one-third of the
4 Settlement Payment (\$50,000.00);
- 5 (b) PAGA Counsel's cost reimbursement in the amount of \$11,942.92;
- 6 (c) Settlement Administration costs of \$4,750.00 to be paid to the Settlement
7 Administrator ILYM ;
- 8 (d) A service award to Eduardo Juarez in the amount of \$7,500.00;
- 9 (e) the remainder of the Settlement Payment after deducting the items (a), (b),
10 (c), and (d) herein shall be designated as PAGA Penalties, which are
11 estimated to be \$75,807.08 and will be allocated between the LWDA and
12 the Aggrieved Employees pursuant to Labor Code section 2699(i) with 75%
13 (\$56,855.31) paid to the LWDA and 25% (\$18,951.77) paid to the
14 Aggrieved Employees on a pro rata basis based upon the number of pay
15 periods worked during the PAGA period as set forth in the Parties'
16 Settlement Agreement.

17 8. Upon the date the Court enters Judgment, Plaintiff, the Aggrieved Employees, and
18 the State of California, shall fully release and forever discharge Defendant and the Released Parties
19 for the period from May 6, 2023 through January 14, 2025, from any and all claims, rights, or
20 causes of action seeking civil penalties under PAGA that were alleged or reasonably could have
21 been alleged for PAGA penalties based on violations of the following Labor Code provisions: 201,
22 202, 203, 204, 206.5, 210, 226, 226.3, 226.7, 246-248, 256, 510, 512, 558, 1174, 1174.5, 1194,
23 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and IWC Wage Order Nos. 4-2001 and 7-2001
24 and/or other applicable wage order or that reasonably could have been alleged based upon the facts
25 alleged in the May 6, 2024 PAGA Notice and the July 11, 2024 Complaint.

26 9. All checks to Aggrieved Employees shall remain valid and negotiable for 180 days
27 from the date of their issuance. The Court finds that distribution of any residual funds to the
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1 proposed *cy pres* beneficiary Child Advocates of Placer and Yuba Counties aka CASA of Placer
2 and Yuba Counties complies with the requirements of Code of Civil Procedure section 384. The
3 Court hereby appoints Child Advocates of Placer and Yuba Counties aka CASA of Placer and Yuba
4 Counties as the *cy pres* beneficiary for any residual funds, pursuant to the terms of the Settlement.
5 Upon the expiration of the check cashing deadline, the Settlement Administrator shall promptly
6 send all unclaimed funds to Child Advocates of Placer and Yuba Counties aka CASA of Placer and
7 Yuba Counties and provide a report to PAGA Counsel that shall be filed with this Court evidencing
8 that such payment has been made.

9 10. The Court shall hold a compliance hearing on Thursday, March 19, 2026, at
10 8:30 a.m./p.m. in Department 3 to confirm the distribution of funds under Code of Civil
11 Procedure Section 384 and that the unclaimed funds have been paid to Child Advocates of Placer
12 and Yuba Counties aka CASA of Placer and Yuba Counties who is the appointed *cy pres* recipient.
13 PAGA Counsel shall file a declaration on behalf of the ILYM Group, Inc. regarding the Status of
14 Settlement Administration and the amount of residual funds paid to the *cy pres* recipient at least
15 five (5) court days before the Code of Civil Procedure Section 384 compliance hearing.

16 11. The Settlement Proceeds shall be distributed according to the Payment and
17 Distribution Plan set forth in the Parties' Settlement Agreement.

18 12. Except as otherwise provided in the Settlement Agreement, the Settling Parties are
19 to bear their own fees and costs.

20 13. The Placer County Superior Court shall retain jurisdiction to enforce this Agreement
21 pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing
22 jurisdiction over this Lawsuit and over all Parties and aggrieved employees, to the fullest extent to
23 enforce and effectuate the terms and intent of this Agreement.

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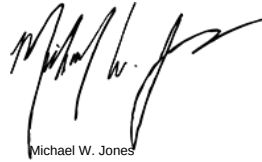
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1 14. This document shall constitute a Judgment and is intended to be a final disposition
2 of the above captioned action in its entirety, and is intended to be immediately appealable.

3 **IT IS SO ORDERED.**



Michael W. Jones

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5 DATED: June 6, 2025

HON. MICHAEL W. JONES
JUDGE OF THE SUPERIOR COURT