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ILSE HERNANDEZ, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SOLANO
(*UNLIMITED JURISDICTION*)

ILSE HERNANDEZ,

Plaintiff,

vs.

PAVILIONS MANAGEMENT, LLC; ALADDIN SAMMAKIEH; and DOES 1 to 25, inclusive,

Defendants.

Case No.: CU24-07673

[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT

Action filed:	October 2, 2024
Hearing Date:	May 11, 2027
Hearing Time:	9:00 a.m.
Hearing Dept:	3, Hon. Stephen Gizzi

The Motion of Plaintiff Ilse Hernandez ("Plaintiff") for Approval of Settlement under the Private Attorneys General Act of 2004 ("PAGA"), came before this Court on May 11, 2027.

Plaintiff's Complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the letter to the Labor Workforce and Development Agency ("LWDA") dated June 28, 2024 (the "PAGA Notice"), on behalf of all individuals who are or were employed by Defendant Pavilions Management, LLC in California and classified as non-exempt employees at any time during the PAGA Period of June 28, 2023 to December 4, 2025 (the "Aggrieved Employees").

Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and approve any settlement of any civil action filed pursuant to this part." Lab. Code § 2699(*s*)(2). Accordingly, the Court, having considered the proposed settlement set forth in the Settlement Agreement, including the proposed PAGA penalties, under Labor Code § 2699(s)(2), having considered the papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

2. The Court finds in favor of settlement approval, and therefore approves the Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate;

3. The Court finds further that Plaintiff, acting on behalf of herself and the State of California, by operation of this Order and Judgment hereby releases and forever discharges Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all Released PAGA Claims (as defined in the Settlement Agreement) including any and all known and unknown claims for civil penalties under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.,* that are based on the facts set forth in the operative Complaint and Plaintiff's LWDA notice. This includes penalties based on or arising from alleged violations of Labor Code sections 201, 202, 203, 204, 204b, 226, 226.3, 226.7, 233, 246, 351, 353, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2800, 2802, and 2699 et seq. and violations of Industrial

Welfare Commission Wage Order No. 5-2001, and any other claims asserted in the Action and operative Complaint;

4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released PAGA Claims and Released Parties;

5. The Parties are directed to comply with all terms of the Settlement Agreement, and Defendants are directed to make all payments required by the Settlement Agreement;

6. The Court approves, as to form and content, the Notice of PAGA settlement ("Notice") attached as Exhibit 2 to the Declaration of Harout Messrelian;

7. Under the Settlement Agreement, Defendants agree to pay a maximum sum of Two Hundred Ninety-Two Thousand Dollars ($292,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA, the Aggrieved Employees, Plaintiff's Attorneys' Fees and Costs, Administration Costs, and Plaintiff's Enhancement Payment. No portion of the Gross Settlement Amount will revert to Defendants. Plaintiff's Counsel requests an award of attorney's fees of One Hundred Two Thousand Two Hundred Dollars and Zero Cents ($102,200.00) and litigation costs of Seven Thousand Two Hundred Fifty-Nine Dollars and Eighty-One Cents ($7,259.81). The settlement administrator ILYM Group, Inc., requests administration costs of Five Thousand Seven Hundred Fifty Dollars ($5,750.00). Plaintiff requests an Enhancement Payment of $2,000. Defendants do not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement Administrator to make the above payments from the Gross Settlement Amount as follows:

a. $102,200.00 in attorney's fees to Messrelian Law Inc.;
b. $7,259.81 in litigation costs to Messrelian Law Inc.;
c. $5,750.00 in administration costs to ILYM Group, Inc.;
d. $2,000.00 as an Enhancement Payment to Plaintiff; and
e. After deducting the foregoing payments, the estimated remainder of approximately $174,790.19 shall form the Net Settlement Amount. Pursuant to Labor Code section 2699(m), the Net Settlement Amount will then be distributed 65 percent ($113,613.62) to the LWDA, and the remaining 35 percent ($61,176.57) to the Aggrieved Employees on a pro rata basis, as set

forth in the Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement. The Net Settlement Amount is subject to increase pursuant to paragraph 8 of the Settlement Agreement, which Defendants have confirmed has been triggered. The Settlement Administrator shall calculate the actual Net Settlement Amount in accordance with the Settlement Agreement and shall distribute it 65 percent to the LWDA and 35 percent to the Aggrieved Employees on a pro rata basis.

8. The Court directs the mailing of the Notice, as referenced in paragraph 6 above, by first-class mail in accordance with the procedures set forth in the Settlement Agreement.

9. The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and all causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties pursuant to Code of Civil Procedure section 664.6 for the purpose of supervising implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement.

10. The Court sets a Compliance Hearing re: Distribution on _____, 2027, at _____a.m./p.m. in Department 3 of the Solano County Superior Court. Plaintiff shall file a declaration from the settlement administrator regarding distribution at least 10 days prior to the hearing.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED:_____ _____

JUDGE OF THE SUPERIOR COURT