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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF SANTA BARBARA**

16 MILTON URBINA and HECTOR ZAVALA,
17 an individual and on behalf of all others
18 similarly situated;

19 Plaintiffs,

20 vs.

21 MONTECITO RETIREMENT
22 ASSOCIATION, a California corporation; and
23 DOES 1 through 50,

24 Defendants.

Case No.: 24CV03420

[Assigned for All Purposes to:
Hon. Thomas P. Anderle, Dept. 3]

**(PROPOSED) JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR APPROVAL OF PAGA
SETTLEMENT, ATTORNEY'S FEES
AND COSTS, AND SERVICE AWARD**

DATE: December 9, 2026

TIME: 10:00 a.m.

DEPT: 3

Action Filed: June 18, 2024

Trial Date: Not Set

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1 **[PROPOSED] JUDGMENT AND ORDER**

2 Having considered the Parties' PAGA Settlement Agreement ("Settlement Agreement");¹ the
3 documents and evidence presented in support thereof; and recognizing the disputed factual and legal
4 issues involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement Agreement; and the
6 fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the Parties, the Court hereby makes a final ruling that the Settlement Agreement
8 is approved pursuant to Labor Code section 2699(l). Good cause appearing therefore, the Court hereby
9 GRANTS Approval of the Settlement of Claims under the Private Attorneys General Act, and
10 ORDERS, ADJUDGES, AND DECREES as follows:

11 1. The "Aggrieved Employees" shall be defined as all non-exempt employees who
12 worked for Defendant in California at any time during the period from June 18, 2023 through July
13 22, 2026.

14 2. The Court hereby approves the settlement as set forth in the Settlement Agreement as
15 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
16 according to its terms.

17 3. Plaintiffs exhausted all administrative remedies required to bring the California Private
18 Attorneys General Act ("PAGA") claims asserted in this Action and are authorized to act as a private
19 attorney general with respect to the PAGA claims being released under the terms of the Settlement
20 Agreement. The California Labor and Workforce Development Agency (the "LWDA") was provided
21 with notice of the Settlement via its online submission process and the LWDA has not made any
22 objection to the Settlement

23 4. Defendant shall fund the Gross Settlement Amount of \$355,000.00 with the Settlement
24 Administrator within 14 days of the entry of this Judgment and Order.

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28 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement Agreement, which is attached as Exhibit 1 to the Declaration of William C. Sung.

1 5. The Court hereby approves, as to form and content, the Explanatory Letter submitted
2 by the Parties and included as Exhibit A to the Settlement Agreement.

3 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
4 Administrator.

5 7. The Settlement Administrator is directed to mail the Individual PAGA Payments and
6 the Explanatory Letter to the Aggrieved Employees within fourteen (14) calendar days of receipt of
7 the Gross Settlement Amount being fully funded, pursuant to the terms of the Settlement Agreement.

8 8. Within 14 days after Defendant pays the Gross Settlement Amount, the Settlement
9 Administrator shall disburse the Gross Settlement Amount as follow:

10 a. A payment in the amount of \$157,542.91, payable to the LWDA for civil
11 penalties pursuant to PAGA;

12 b. Individual PAGA Payments totaling \$52,514.30, payable to the Aggrieved
13 Employees on a pro rata basis in accordance with the formula set forth in § III.5.b. of the Agreement
14 for civil penalties pursuant to PAGA, along with a copy of the Explanatory Letter, attached to the
15 Settlement Agreement as Exhibit 1, in English and Spanish;

16 c. An award of \$118,333.33, representing one-third (33 1/3%) of the Gross
17 Settlement Amount, to Plaintiffs' Counsel for attorney's fees;

18 d. An award of \$10,659.45 to Plaintiffs' Counsel for attorney's costs;

19 e. Payments of \$5,000.00 to Plaintiff Milton Urbina and \$5,000.00 to Plaintiff
20 Hector Zavala for their services to the State and Aggrieved Employees, pursuant to the Settlement
21 Agreement; and

22 f. A payment in the amount of up to \$5,950.00 to the Settlement Administrator,
23 Phoenix Settlement Administrators, for settlement administration costs.

24 9. The Court approves the scope of the release as set forth in the Settlement Agreement.
25 Following entry of this Judgment and Order, and the Gross Settlement Amount being fully funded,
26 the State of California and all Aggrieved Employees, including Plaintiffs, on behalf of themselves
27 and their respective former and current representatives, agents, attorneys, heirs, administrators,
28 successors, and assigns, and the State of California, will release any and all PAGA Released Claims

1 against the Released Parties that arose during the PAGA Period.

2 a. “PAGA Released Claims” means any and all claims for PAGA civil penalties
3 that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint
4 and LWDA Letters, including but not limited to claims for minimum wage violations, overtime wage
5 violations, meal period violations, rest period violations, wage statement penalties, waiting time
6 penalties, failure to maintain accurate employment records, failure to timely pay wages, failure to pay
7 sick leave, failure to reimburse necessary business expenses, and violations of Labor Code §§ 201,
8 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2,
9 1197, 1197.1, 1198, and 2802, as well as all applicable Industrial Welfare Commission Wage Orders
10 (as codified in the California Code of Regulations), and claims for attorneys’ fees, costs, or interest
11 resulting therefrom.

12 b. “Released Parties” means Defendant and its past and present related entities,
13 parents, subsidiaries, predecessors, successors, assigns, owners, members, shareholders, officers,
14 directors, employees, agents, trustees, affiliated entities, attorneys or legal representatives, insurers,
15 fiduciaries, beneficiaries, partners, in relation to the PAGA Released Claims.

16 c. “PAGA Period” means the time period from June 18, 2023 to July 22, 2026.

17 10. Upon entry of this Order, the Court hereby enters Judgment, with prejudice, for the
18 reasons described above and in accordance with the terms of the Settlement Agreement. Except as
19 otherwise provided in the Settlement Agreement and this Judgment and Order, all Parties shall bear
20 their own attorneys’ fees, costs, and expenses incurred by them in, or arising out of, the lawsuit, and
21 shall not seek reimbursement thereof from the Released Parties. Upon entry of this Judgment and
22 Order, the Court permanently enjoins and forever bars Plaintiffs and the Aggrieved Employees from
23 instituting or prosecuting any of the PAGA Released Claims against the Released Parties that were
24 resolved as part of the Settlement Agreement, except as may be required to enforce the terms of the
25 Settlement Agreement. Without affecting the finality of this Judgment and Order in any way, the
26 Court retains jurisdiction for purposes of addressing (i) the interpretation and enforcement of the
27 terms of the Settlement Agreement (ii) settlement-administration matters, and (iii) such post-approval
28 matters as may be appropriate under court rules or as set forth in the Settlement Agreement.

11. Neither this Order nor the Settlement Agreement (or any other document referred to herein, or any action taken to carry out this Order) is, may be construed as, or may be used as, an admission of liability or fault by Defendant or the Released Parties, or a finding as to the validity of any claims in the Action or of any wrongdoing or violation of law that is otherwise alleged, or could have been alleged, against Defendant or the Released Parties. The Settlement Agreement is not a concession by the Parties, and, to the extent permitted by law, neither the Settlement Agreement, on the one hand, nor this Judgment and Order, on the other hand—nor any of their respective terms or provisions, nor any of the negotiations or proceedings connected with them—shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability of, or admission by, the Released Parties. Notwithstanding the foregoing, nothing in this Judgment and Order shall be interpreted as prohibiting the use of this Judgment and Order in a proceeding to consummate or enforce the Settlement Agreement, or the use of this Order and Judgment to defend against the assertion of claims in any other proceeding, or as otherwise required by law. This Judgment and Order, on the one hand, and the Settlement Agreement, on the other hand, may be filed in any action by Defendant or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

12. The Court sets a Final Report Hearing on _____, 2027 at 10:00 a.m. in Department 3. Plaintiffs are ordered to file a final report and declaration by the Settlement Administrator regarding settlement distribution, including the actual amounts paid to the Aggrieved Employees and the other amounts distributed under the Settlement, including any uncashed checks, no later than 5 court days prior to the hearing.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

JUDGE OF THE SUPERIOR COURT