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**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

MARC DAVILA, an individual, and
MADELEINE GRANT, an individual

Plaintiffs,

vs.

WEST COAST TANNING DBA PALM
BEACH TAN, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO: CVR124004266

ASSIGNED FOR ALL PURPOSES TO:
HON. HAROLD W. HOPP

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

Date: March 19, 2026
Time: 8:30 AM
Dept.: 1

Action filed: July 19, 2024

1 Plaintiffs Marc Davila and Madeleine Grant (collectively “Plaintiffs”) moved for approval
2 of the proposed settlement of Plaintiffs’ claims for civil penalties under the California Private
3 Attorneys General Act (“PAGA”), pursuant to California Labor Code section 2699, subdivision
4 (l)(2). That motion was not opposed by Defendants West Coast Tanning, Corporation (dba Palm
5 Beach Tan, LLC) and Heidi Shultz, (collectively “Defendants”). The parties seek approval of the
6 settlement, including the Gross PAGA Settlement Amount (“GPSA”) of \$125,000.00. A Net
7 Settlement Amount of \$56,190.05 shall be paid from the \$125,000.00 GPSA after deductions for (1)
8 Plaintiffs’ Enhancement Payments (\$2,500.00 each, \$5,000 total); (2) PAGA Counsel’s attorneys’
9 fees (\$43,750); (3) Plaintiffs’ Counsel’s actual litigation costs incurred (\$13,559.05); and (4) costs
10 of settlement administration (\$6,500.00). Pursuant to Labor Code section 2699, subdivision (l)(2),
11 the Labor and Workforce Development Agency (“LWDA”) was provided with notice of the
12 settlement and the motion via its online process and no objection has been received to the settlement
13 or the motion. The capitalized terms herein have the same meaning as in the PAGA Settlement
14 Agreement.

15 Good cause appearing based on the reasons set forth in the motion for approval, the Court
16 hereby GRANTS the motion and approves the PAGA settlement as set forth in the PAGA Settlement
17 Agreement and the Net Settlement Amount of \$56,190.05, which shall be allocated and paid out as
18 set forth in the Settlement and in accordance with Labor Code section 2699, subdivision (i). The
19 Court has approved the PAGA Settlement Agreement as fair, reasonable and adequate.

20 In addition to Plaintiffs and the State of California, the individuals bound by this Judgment
21 are all current and former non-exempt or hourly paid employees of Defendants that have worked for
22 Defendants in the State of California at any time during the period of July 15, 2023, to July 1, 2025
23 (collectively, the “the Aggrieved Employees”). According to Defendants, there are approximately
24 six hundred twenty-four (624) Aggrieved Employees, including Plaintiffs.

25 For purposes of this Judgment, “Released Parties” means Defendants and former, present,
26 and future parents, subsidiaries, divisions, affiliates and other related entities, principals, members,
27 managers, directors, officers, Heidi Shultz, executives, employees, agents, advisors, consultants,
28 representatives, administrators, shareholders, partners, trusts, insurers, reinsurers, attorneys,

1 accountants, and benefit plans, and their predecessors, heirs, beneficiaries, executors, successors,
2 and assigns (whether or not acting within the scope of their duties), and all natural persons and other
3 legal entities acting by, through, under, or in concert with any of the foregoing. Also for purposes
4 of this Judgment, “Released PAGA Claims” means and refers to all PAGA claims on behalf of
5 Plaintiffs, the LWDA, and PAGA Employees that are alleged in the Action, or could have been
6 alleged in the Action, including but not limited to wages for hours worked, salary, bonuses,
7 commissions, overtime, holiday pay, sick, benefits, disability benefits, accrued paid time off, and
8 including violations predicated upon the failure to properly pay all minimum wages, overtime
9 wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful
10 rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements,
11 and timely pay all wages during employment and upon separation of employment, and for
12 violation of California Labor Code §§ 201, 201.3, 202, 203, 204(a)-(b), 204, 210, 216, 218, 218.5,
13 223, 225.5, 226, 226.3, 226(a)-(e), 226.7, 227.3, 232.5, 233, 234, 245, 246, 247, 247.5, 248,
14 248.2, 248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
15 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 17200, 2751, 2800, 2802, 2810.5, IWC Wage Order 2,
16 § 3-9, during the Covered Period.

17 By operation of this Judgment, Plaintiffs, all Aggrieved Employees, and the State of
18 California hereby do and shall be deemed to have fully, finally, and forever released, settled,
19 compromised, relinquished, and discharged any and all of the Released Parties of and from any and
20 all Released PAGA Claims that arose at any time from July 15, 2023 to July 1, 2025 (*See Arias v.*
21 *Superior Court* (2009) 46 Cal.4th 969, 986 [holding that, “with respect to the recovery of civil
22 penalties, nonparty employees as well as the government are bound by the judgment in an action
23 brought under” PAGA].)

24 No later than 90 days after the signing of the Parties’ PAGA Settlement Agreement,
25 Defendants remitted a single payment of Fifteen Thousand Dollars (\$15,000) to the Administrator.
26 Within 15 days after the Effective Date and continuing on the 15th of each month thereafter,
27 Defendants shall make twenty-seven monthly payments in the amount of Four Thousand Dollars
28

1 (\$4,000) each and a single final payment of Two Thousand Dollars (\$2,000) on the 15th day of the
2 month.

3 The Court approves Phoenix Class Action Administration Solutions (“Phoenix”) as the
4 Administrator and orders the Administrator to make the disbursements in accordance with the terms
5 of the PAGA Settlement Agreement. Phoenix will notify the Aggrieved Employees of the order and
6 judgment by mailing the Aggrieved Employees their settlement notices and their checks. Moreover,
7 the order and judgment will remain available on the Phoenix website for 180 days.

8 A copy of the Settlement Agreement is attached as Exhibit 1 to the Declaration of Kevin
9 Lipeles. A copy of the notice of the PAGA settlement is attached to the Declaration of Kevin Lipeles
10 as Exhibit 7.

11 The Court sets a hearing date for the Final Accounting Hearing of _____, 2026 at __:00
12 a.m. Plaintiffs’ Counsel shall submit a final administrator’s report at least 9 court days before the
13 Final Accounting Hearing addressing the status of settlement administration, including the actual
14 amounts paid to the Aggrieved Employees and the other amounts distributed under the settlement,
15 including any uncashed checks.

16 Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing
17 jurisdiction over this action and the Parties, including after entry of this Judgment, to the fullest
18 extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement
19 Agreement.

20 Pursuant to Labor Code section 2699, subdivision(s)(3), Plaintiffs shall submit a copy of this
21 Judgment to the LWDA within 10 days after entry of the Judgment.

22
23 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**
24 **ENTERED ACCORDINGLY.**

25
26
27 DATED: _____

HON. HAROLD W. HOPP
RIVERSIDE COUNTY SUPERIOR COURT JUDGE