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VANESSA MIGUEL and MELISSA MARICICH

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF CONTRA COSTA

VANESSA MIGUEL, an individual, and
MELISSA MARICICH, an individual and in a
representative capacity on behalf of the State of
California and other Aggrieved Employees,

Plaintiffs,

vs.

CONGREGATION B'NAI SHALOM OF
CONTRA COSTA COUNTY, a California
nonprofit religious corporation, and DOES 1-15

Defendants.

Case No: C24-02737

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT**

Complaint Filed: October 11, 2024

Hearing Date:

Time:

Dept: 39

Hon. Edward Weil

The Court, having read and considered Plaintiffs Melissa Maricich and Vanessa Miguel's Unopposed Motion for Approval of California Labor Code Private Attorneys General Act of 2004 ("PAGA") Settlement, having come before this Court, on the date indicated above, and good cause appearing therefore, hereby orders as follows:

1. The Court grants approval of the PAGA Settlement based upon the terms set forth in the PAGA Settlement Agreement executed by the Parties on December 12, 2025.

1 2. All terms used for purposes of this Order, not otherwise defined, shall have the same
2 meaning as given in the PAGA Settlement Agreement executed by the party's on December 12,
3 2025.

4 3. Pursuant to Labor Code section 2699(s)(2), the Labor & Workforce Development Agency
5 ("LWDA") has been given notice of the Settlement. In particular, on the date the Parties filed this
6 Motion for Approval of the Settlement with the Court, Plaintiffs submitted to the LWDA a notice
7 of the Settlement by uploading a copy of this Motion for Approval of PAGA Settlement and
8 accompanying documents. The Court finds and determines that Plaintiffs' notice of the Settlement
9 complied with the statutory requirements of PAGA.

10 4. The Court confirms approval of the Settlement as to the following group of individuals,
11 collectively referred to as the "Aggrieved Employees," means all current and former persons
12 employed by Defendant in California as non-exempt employees at any time during the PAGA
13 Period, defined as August 6, 2023 through July 21, 2025, and resolves any and all claims relating
14 to the facts and claims asserted in the Action and the PAGA claims.

15 5. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
16 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
17 under the Settlement.

18 6. The Court finds that the Settlement should be approved under Labor Code section
19 2699(s)(2).

20 7. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

21 8. The Court finds that all Aggrieved Employees are deemed to release, on behalf of
22 themselves and their respective former and present representatives, agents, attorneys, heirs,
23 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
24 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in
25 the Operative Complaint and the PAGA Notice, including California Labor Code sections 201, 202,
26 203, 204, 206, 210, 226, 226.7, 510, 1174, 1174.5, 1194, 1198, 1198.5, 2699(a), 2699(f), and 2802.

1 9. The Court finds that the Gross Settlement Payment, Net Settlement Amount, and the
2 methodology used to calculate and pay each PAGA Settlement Member Payment, in accordance
3 with the Settlement, are approved under Labor Code section 2699(s)(2).

4 10. The Court authorizes the Settlement Administrator to calculate and pay the Gross Settlement
5 Payment in accordance with the terms of the Settlement.

6 11. Out of the Gross Settlement Amount of Ninety-Five Thousand Dollars (\$95,000.00), the
7 following payments shall be made in accordance with the PAGA Settlement Agreement and subject
8 to Court approval:

9 a. Plaintiff Maricich's Individual Settlement Payment in the amount of Forty-Two Thousand
10 Five Hundred Dollars (\$42,500.00) in addition to any Individual PAGA Payments to which
11 she may be entitled as an Aggrieved Employee;

12 b. Plaintiff Miguel's Individual Settlement Payment in the amount of Thirty-Seven Thousand
13 Five Hundred Dollars (\$37,500.00), in addition to any Individual PAGA Payments to
14 which she may be entitled as an Aggrieved Employee;

15 c. A PAGA Counsel Fees Payment of not more than thirty-five percent (35.00%) of the Net
16 Settlement Amount, currently estimated not to exceed \$5,250.00 and PAGA Counsel
17 Litigation Expenses Payment of an amount not to exceed \$5,000;

18 d. Administrator Expense Payment to Apex Class Action Administrator not to exceed Three
19 Thousand Two Hundred Forty-Five Dollars and Zero Cents (\$3,245.00) for administration
20 of this Settlement;

21 e. To the LWDA and Aggrieved Employees for payment of the PAGA Penalties, with sixty-
22 five percent (65%) allocated to the California Labor and Workforce Development Agency
23 ("LWDA") and thirty-five percent (35%) allocated to the Aggrieved Employees in the form
24 of Individual PAGA Payments, as calculated pursuant to the PAGA Settlement Agreement.

25 12. The Court directs the implementation of all remaining terms, conditions, and provisions of
26 the PAGA Settlement and Release.

27 13. The Settlement is not an admission by Defendant or the Released Parties, nor is this Order
28 a finding of the validity of any allegations or of any wrongdoing by Defendant or the Released

1 Parties. Neither this Order, the Settlement, nor any document referred to herein, or any action taken
2 to carry out the Settlement, may be construed as, or may be used as, an admission of any fault,
3 wrongdoing, omission, concession, or liability whatsoever against Defendant or the Released
4 Parties. This Order shall not be deemed an “initial violation” under California Labor Code section
5 2699 et seq.

6 14. Nothing in the Settlement or this Order shall be construed as an admission or concession by
7 any Party. The Settlement and this resulting Order simply represent a compromise of disputed
8 allegations.

9 15. Plaintiffs are directed to submit a copy of this Order to the LWDA within 10 days of this
10 Order.

11 16. This Order dismisses *with prejudice* the Complaint on file in this Action and shall be binding
12 on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of
13 res judicata from relitigating the claims released by the Settlement. The Court retains exclusive and
14 continuing jurisdiction over this Action for purposes of supervising, administering, implementing,
15 interpreting, and enforcing this Order, as well as the Settlement.

16 17. **IT IS FURTHER ORDERED:**

17 _____.

18
19 **IT IS SO ORDERED.**

20
21
22 Dated: _____

HONORABLE EDWARD WEIL
JUDGE OF THE SUPERIOR COURT