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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] JUDGMENT APPROVING
PAGA SETTLEMENT**

Complaint Filed: October 11, 2024

Hearing Date:

Time:

Dept: 39

Hon. Edward Weil

Plaintiffs Melissa Maricich's and Vanessa Miguel's unopposed Motion for Approval of California Labor Code Private Attorneys General Act of 2004 ("PAGA") Settlement ("Motion") in the above-captioned action, having come before the Court for a hearing on the date indicated above, and the Court being duly apprised of the premises, and good cause appearing, therefore,

IT IS HEREBY ORDERED, AJUDICATED, and DECREED THAT:

1. Plaintiff's Motion for Approval of California Labor Code Private Attorneys General Act of 2004 ("PAGA") Settlement is **GRANTED**, and the settlement of this action is hereby **APPROVED**.

2. Capitalized terms in this Approval Order shall have the same meaning they are given in the PAGA Settlement Agreement executed by the Parties on December 12, 2025;

3. Apex Class Action Administration Solutions is approved to serve as the Settlement Administrator and is hereby authorized to perform all of the duties assigned to it in the Settlement Agreement and to disburse the following from the Gross Settlement Amount in accordance with the terms of the PAGA Settlement and Release:

- a. Plaintiff Maricich's Individual Settlement Payment of Forty-Two Thousand Five Hundred Dollars and Zero Cents (\$42,500.00), in addition to any Individual PAGA Payment to which she is entitled as an Aggrieved Employee.
- b. Plaintiff Miguel's Individual Settlement Payment of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), in addition to any Individual PAGA Payment to which she is entitled as an Aggrieved Employee;
- c. PAGA Counsel Fees Payment of not more than exceed thirty-five percent (35%) of the Net Settlement Amount, currently estimated at Five Thousand Two Hundred Fifty Dollars and Zero Cents (\$5,250.00), and litigation expenses not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00), subject to Court approval;
- d. Administrator Expense Payment to Apex Class Action Administrator in an amount not to exceed Five Thousand Dollars and Zero Cents (\$3,245.00).
- e. The PAGA Penalties shall be paid from the Net Settlement Amount, with sixty-five percent (65%) allocated to the California Labor and Workforce Development Agency ("LWDA") and thirty-five percent (35%) allocated to the Aggrieved Employees as Individual PAGA Payments

4. The State of California, the LWDA and all Aggrieved Employees (including Plaintiff) are hereby deemed to have, and by operation of this Approval Order and Judgment shall have, expressly released, waived, and discharged Defendants and each and all of the Released Parties from the Released PAGA Claims, including, demands, liabilities, damages, attorneys' fees, costs and penalties that could have been recovered and they shall be bound by this Approval Order

1 and Judgment and be forever barred from suing the Released Parties on any of the Released PAGA
2 Claims;

3 5. Judgment shall be entered forthwith in accordance with the foregoing, with each side
4 to pay his or its own attorneys' fees and costs except as expressly set forth in the PAGA Settlement
5 Agreement;

6 6. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
7 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
8 section 2699(1)(3); and

9 7. The Court retains exclusive and continuing jurisdiction over this Action for purposes
10 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
11 as well as the Settlement.

12 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
13 **ORDERED.**

14 Dated:
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17 HONORABLE EDWARD WEIL
18 JUDGE OF THE SUPERIOR COURT
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