

F I L E D
San Diego Superior Court

AUG - 7 2026

Clerk of the Superior Court
By: R. Cersosimo, Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ENRIQUE GRADILLA, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

MARINE GROUP BOAT WORKS, LLC, a
California limited liability company; and DOES
1 through 10, inclusive;

Defendants.

Case No.: 24CU019911C

[Assigned for all purposes to:
Hon. Terrie E. Roberts, Dept. C-68]

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

Complaint Filed: October 29, 2024
FAC Filed: January 13, 2025

1 The Court, having considered Plaintiff Enrique Gradilla's ("Plaintiff") Motion for
2 Approval of PAGA Settlement pursuant to the California Private Attorneys General Act,
3 California Labor Code §§ 2698, et seq. ("PAGA"), as well as the PAGA Settlement Agreement
4 ("Settlement" or "Settlement Agreement," attached as Exhibit 1 to the Declaration of John G.
5 Yslas), the papers filed in support of the motion, and the arguments of counsel, has determined
6 that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate,
7 and reasonable.

8 Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

9 1. The Court has jurisdiction over the subject matter of this PAGA Action and over
10 all Parties to the Action.

11 2. This Order incorporates the Settlement Agreement agreed to between Plaintiff,
12 on behalf of himself, the State of California, the LWDA, and Aggrieved Employees, on the one
13 hand, and Defendant Marine Group Boat Works, LLC ("Defendant"), on their own behalf and
14 on behalf of the Released Parties, on the other hand. Unless otherwise provided herein, all
15 capitalized terms used herein shall have the same meaning as defined in the Settlement
16 Agreement.

17 3. Aggrieved Employees means all current or former non-exempt locally-hired
18 employees who were employed directly by Defendant in California at any time during the
19 Settlement Period beginning October 29, 2023 through August 12, 2025, as set forth in
20 Paragraphs 1.3 and 1.25 of the Settlement Agreement.

21 4. The Court hereby finds that Plaintiff notified the Labor and Workforce
22 Development Agency ("LWDA") of the Settlement in accordance with the notice requirements
23 of California Labor Code § 2699(s). The Court has received no objection from the LWDA
24 regarding the Settlement.

25 5. The Court finds that the Settlement has been reached as a result of serious and
26 non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the
27 procedural history of this case, the amounts paid in settlement, and the allocation of settlement
28 proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the

1 Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and
2 provides genuine and meaningful relief under PAGA. The Court therefore approves the
3 Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement
4 according to the terms outlined in the Settlement Agreement.

5 6. Defendant will not be required to pay any additional amounts in connection with
6 the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement
7 Agreement and this Order, which shall not exceed \$375,000.00.

8 7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire
9 Law Firm, PLC, in the amount of one-third (1/3) of the Gross Settlement Amount, currently
10 estimated to be \$125,000.00. The Court also awards a PAGA Counsel Litigation Expenses
11 Payment in the amount of \$15,463.41. The PAGA Counsel Fees Payment and the PAGA
12 Counsel Litigation Expenses Payment are to be paid from the Gross Settlement Amount.

13 8. The Court awards a PAGA Representative Service Payment to Plaintiff for his
14 services in the amount of \$10,000.00. Plaintiff submitted a declaration concurrently with the
15 Motion for Final Approval of PAGA Settlement detailing the ways in which he assisted PAGA
16 Counsel in the litigation of the PAGA Action, and the award is appropriate in light of the stated
17 purpose of PAGA.

18 9. The Court appoints Phoenix Settlement Administrators to serve as the Settlement
19 Administrator. The Court concludes that the Administration Expenses Payment in the amount
20 of \$4,250.00 is reasonable and necessary to administer the Settlement and shall be paid from
21 the Gross Settlement Amount.

22 10. The Net Settlement Amount of approximately \$220,286.59 shall be allocated as
23 follows: 65% of the PAGA Penalties will be paid to the LWDA, and the remaining 35% will be
24 paid to all Aggrieved Employees pursuant to the calculation set forth in the Settlement
25 Agreement for calculating Individual PAGA Payments.

26 11. The Court directs that the Administrator send the Notice, attached as Exhibit A
27 to the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments
28 to be issued pursuant to the Settlement.

12. Effective on the date when Defendant fully fund the entire Gross Settlement Amount, Plaintiff, Aggrieved Employees, LWDA and PAGA Counsel will release claims against all Released Parties as follows:

a. Plaintiffs' Release: "Plaintiff and Plaintiff's respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims that occurred during the PAGA Period, including all claims that were, or reasonably could have been alleged based on the facts contained in the PAGA Action; and claims under the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law ("Plaintiff's Release"). Notwithstanding the foregoing, Plaintiff expressly does not release or waive any individual claims arising under the Fair Employment and Housing Act (Gov't Code § 12900 et seq.), including, but not limited to, claims for discrimination, retaliation, failure to accommodate, failure to engage in the interactive process, failure to prevent discrimination or retaliation, and wrongful termination in violation of public policy. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them." Settlement Agreement § 5.1.

Plaintiff's Waiver of Rights Under California Civil Code Section 1542. "For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor

1 or Released Party.” Settlement Agreement § 5.1.1.

2 b. Release by Aggrieved Employees: “All Aggrieved Employees are deemed
3 to release, on behalf of themselves and their respective former and present representatives,
4 agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all
5 claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the
6 PAGA Action and the PAGA Notices, including but not limited to, claims for PAGA civil
7 penalties for: (1) failure to pay for all hours worked, including minimum, straight time, and
8 overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest
9 periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate
10 records of hours worked and meal periods; (6) failure to timely pay all wages at termination;
11 (7) failure to furnish accurate itemized wage statements; and (8) failed to indemnify for
12 necessary expenditures. Aggrieved Employees, other than Plaintiff, will not be deemed to have
13 released any non-PAGA individual claims by virtue of this Agreement. This release applies only
14 to PAGA penalty claims that accrued during the PAGA Period.” Settlement Agreement § 5.2.

15 13. Without affecting the finality of this order and entry of judgment, the Court
16 retains exclusive and continuing jurisdiction over this Action for purposes of supervising,
17 administering, implementing, and enforcing this Order, the Settlement and the Judgment
18 pursuant to California Code of Civil Procedure section 664.6.

19 14. Nothing in this Order, the Settlement, nor any exhibit, document, or instrument
20 delivered thereunder shall be construed as an admission or concession by any party of any fault,
21 omission, liability or wrongdoing. They also should not be construed as a concession or
22 admission by Defendant that the claims asserted have any merit or that this action was properly
23 brought as a representative action, and shall not be used as evidence of, or used against
24 Defendant as, an admission or indication in any way, including with respect to any claim of any
25 liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any
26 allegation asserted by any person. This Order is not a finding of the validity or invalidity of any
27 claims in this action or a determination of any wrongdoing by any party. The Settlement and
28 this resulting Order and entry of judgement simply represent a compromise of disputed

1 allegations.

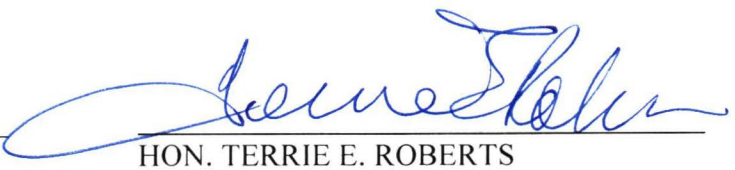
2 15. Upon completion of the Settlement, the Administrator will provide written
3 certification of the completion to the Court and counsel for the Parties which shall be filed with
4 the Court on or before 2/11, ²⁰²⁷~~2026~~ (suggested at least 14 days prior to
5 compliance hearing). The Court sets a final accounting hearing to assess compliance with this
6 Order and the Settlement Agreement for 2/26/27 (proposed ~~February 23, 2027~~)
7 at 10 a.m./p.m.

8 16. The entire Action will be dismissed, with prejudice, at the final accounting
9 hearing and upon the terms set forth in the Settlement Agreement, assuming full compliance
10 with this Order and the Settlement Agreement by that date.

11 17. Plaintiff is directed to submit a copy of this Order to the LWDA within 10
12 calendar days after the entry of this Order.

13 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

14
15
16 DATE: 8/7/26


HON. TERRIE E. ROBERTS
JUDGE OF THE SUPERIOR COURT