

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

6/22/2026 8:21:14 AM

Clerk of the Superior Court
By A. Villasenor , Deputy Clerk

MATTHEW GUTIERREZ, SBN 271206
mg@lawyersforlegal.com

LAWYERS FOR LEGAL RIGHTS LLP

6077 Coffee Rd., Ste 4

Bakersfield, CA 93308

Telephone: (323) 676-6676

E-service: service@lawyersforlegal.com

Attorneys for Plaintiff, BIANCA CHAVEZ

FREELAND LAW APC

MICHAEL M. FREELAND, SBN 149344

9029 Park Plaza Drive, Ste. 202

La Mesa, California 91942

Telephone: (619) 464-5006

Fax: (619) 464-5000

Email: mfreeland@freeland-law.com

Attorney for Defendants PALM HOSPITALITY LLC
and HARSHAD PATEL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

[UNLIMITED CIVIL]

BIANCA CHAVEZ, an individual,

Plaintiff,

vs.

PALM HOSPITALITY LLC, a corporation;
HARSHAD PATEL, an individual; and DOES
1 through 5, inclusive,

Defendants.

Case No.: 24CU031270C

*Assigned for All Purposes to the Hon. Judge
Loren Freestone in Dept. C-64*

**JOINT STIPULATION AND PROPOSED
ORDER GRANTING APPROVAL OF
PAGA SETTLEMENT**

Complaint Filed: December 30, 2024
Trial Date: Vacated

TO THE COURT:

Plaintiff **Bianca Chavez** ("Plaintiff") and Defendants **Palm Hospitality LLC** and **Harshad Patel** ("Defendants"), by and through their respective counsel of record, hereby jointly stipulate and respectfully request that the Court approve the Parties' California Labor Code Private Attorneys General Act of 2004 ("PAGA") settlement ("PAGA Settlement") and enter the proposed order set forth below.

1. Plaintiff filed this action on December 30, 2024. Plaintiff's operative pleading alleges wage-

1 and-hour claims, including alleged misclassification, unpaid overtime, denied meal and rest periods,
2 unreimbursed expenses, related statutory penalties, and a representative PAGA claim.

3 2. The Parties reached a settlement resolving the PAGA claims asserted in this action. On June 1,
4 2026, Plaintiff filed Plaintiff Bianca Chavez's Notice of Motion and Motion for Order Approving PAGA
5 Settlement; Memorandum of Points and Authorities, supported by the Declaration of Matthew Gutierrez,
6 the executed PAGA Settlement Agreement and PAGA Release, and related exhibits.

7 3. Plaintiff's PAGA approval motion was filed for hearing on June 26, 2026, at 10:30 a.m. in
8 Department C-64. Plaintiff also lodged a proposed order granting approval of the PAGA settlement.

9 4. As required by California Rules of Court, on June 1, 2026, Plaintiff also filed a Notice of
10 Settlement of Entire Case, expressly identifying the settlement as *conditional* and stating that a request for
11 dismissal would be filed no later than January 1, 2027. This date was selected to comply with the PAGA
12 Settlement. The filed PAGA approval motion and filed Notice of Settlement each bear the same electronic
13 filing timestamp: June 1, 2026 at 12:23:14 p.m.

14 5. Because the settlement includes a resolution of PAGA claims, the Parties respectfully submit
15 that court approval remains necessary before the PAGA settlement can be implemented and before the
16 PAGA cause of action can be dismissed. Labor Code section 2699, subdivision (s)(2), requires court
17 review and approval of a PAGA settlement.

18 6. The Parties therefore jointly request that the Court consider the previously filed PAGA approval
19 motion, supporting declaration, executed PAGA Settlement Agreement and PAGA Release, proposed
20 order, and all papers on file, and enter the proposed order below approving the PAGA settlement. In the
21 alternative, if the Court prefers a noticed hearing, the Parties jointly request that the Court reset the PAGA
22 settlement approval motion for hearing at the Court's earliest available date.

23 7. The Parties agree that the material terms of the PAGA settlement include the following:

24 a. Gross Settlement Amount: Defendant Palm Hospitality LLC will pay a non-reversionary
25 gross settlement amount of \$20,000.00.

26 b. Aggrieved Employees: The settlement covers Plaintiff and 21 other aggrieved
27 employees employed by Defendants in California and classified as non-exempt employees
28 who worked for Defendants during the PAGA Period, limited to work performed at, on, or
related to the property located at 78100 Varner Rd, I-10 at Washington Street, Palm Desert,
California 92211-1117.

c. PAGA Period: The PAGA Period is December 19, 2023 through March 12, 2026.

d. Attorneys' Fees: Plaintiff seeks approval of attorneys' fees in the amount of \$6,666.67.

- 1 e. Litigation Costs: Plaintiff seeks approval of litigation costs in the amount of \$2,100.00.
- 2 f. Administration Costs: The settlement provides for administration costs to Phoenix Class
- 3 Action Administration Solutions in an amount not to exceed \$2,695.00, absent good cause
- 4 and further Court approval.
- 5 g. Net PAGA Penalties: After deductions approved by the Court, the net PAGA amount
- 6 will be distributed 65% to the California Labor and Workforce Development Agency
- 7 (“LWDA”) and 35% to aggrieved employees.
- 8 h. Employee Allocation Formula: Individual PAGA payments will be calculated on a pro
- 9 rata basis according to pay periods worked during the PAGA Period, as set forth in the
- 10 settlement.
- 11 i. No Reversion: No portion of the Gross Settlement Amount will revert to Defendants.
- 12 j. Non-Monetary Term: Defendant Palm Hospitality LLC will pay its non-exempt
- 13 managers a monthly salary equivalent to no less than two times the state minimum wage
- 14 for full-time employment, as set forth in the settlement.
- 15 k. Limited PAGA Release: Upon full funding of the settlement in accordance with the
- 16 agreement, the released PAGA claims will be released as set forth in the PAGA Settlement
- 17 Agreement and PAGA Release.

18 8. The Parties jointly agree that the PAGA settlement is fair, reasonable, and adequate in view of

19 PAGA’s purposes because it was reached after investigation, discovery, review of records, private

20 mediation, continued arm’s-length negotiations, and evaluation of the risks and costs of continued

21 litigation.

22 9. The Parties further agree that the settlement is non-reversionary, includes a limited PAGA

23 release, provides for payment to the LWDA and aggrieved employees, uses an objective pay-period

24 allocation formula, and includes a forward-looking compliance term.

25 10. Accordingly, the Parties jointly request that the Court enter the proposed order below

26 approving the PAGA settlement, approving the requested deductions, approving Phoenix Class Action

27 Administration Solutions as settlement administrator, directing administration consistent with the

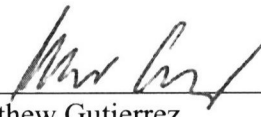
28 settlement, and retaining jurisdiction to enforce and supervise administration of the settlement under Code

of Civil Procedure section 664.6.

IT IS SO STIPULATED.

1 Dated: 6/22/2026

LAWYERS FOR LEGAL RIGHTS LLP

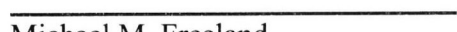
2
3 By: 

4 Matthew Gutierrez

Attorney for Plaintiff, BIANCA CHAVEZ

5
6 Dated:

Freeland Law, APC

7
8 
9 Michael M. Freeland

1 Dated:

LAWYERS FOR LEGAL RIGHTS LLP

2

3

By: _____

Matthew Gutierrez

Attorney for Plaintiff, BIANCA CHAVEZ

4

5

6

Dated: 6/18/26

Freeland Law, APC

7

Michael M. Freeland
Michael M. Freeland

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

PROPOSED ORDER

The Court, having reviewed the Parties' Joint Stipulation and Proposed Order Granting Approval of PAGA Settlement, Plaintiff's previously filed Motion for Order Approving PAGA Settlement, the supporting declaration and exhibits, the PAGA Settlement Agreement and PAGA Release, all papers on file in this action, and good cause appearing, ORDERS as follows:

1. The Parties' joint request for approval of the PAGA settlement is **GRANTED**.

2. The Court approves the Parties' PAGA Settlement Agreement and PAGA Release pursuant to Labor Code section 2699, subdivision (s)(2).

3. The Court finds that the PAGA settlement is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor-law violations, deter future violations, and maximize enforcement of California labor laws.

4. The Court approves the Gross Settlement Amount of \$20,000.00.

5. The Court approves attorneys' fees to Plaintiff's counsel in the amount of \$6,666.67.

6. The Court approves litigation costs to Plaintiff's counsel in the amount of \$2,100.00.

7. The Court approves settlement-administration costs to Phoenix Class Action Administration Solutions in an amount not to exceed \$2,695.00.

8. The Court approves Phoenix Class Action Administration Solutions as settlement administrator.

9. The Court approves payment of the net PAGA amount, with 65% to the LWDA and 35% to aggrieved employees.

10. Individual PAGA payments shall be distributed to aggrieved employees on a pro rata basis according to pay periods worked during the PAGA Period, as set forth in the settlement.

11. No portion of the Gross Settlement Amount shall revert to Defendants.

1 12. Upon full funding of the settlement in accordance with the PAGA Settlement Agreement and
2 PAGA Release, the released PAGA claims shall be released as set forth in the settlement.

3 13. Judgment shall be entered consistent with this Order and the PAGA Settlement Agreement
4 and PAGA Release.

5 15. The Court retains jurisdiction over the Parties, this action, and the settlement for purposes of
6 enforcement and administration pursuant to Code of Civil Procedure section 664.6 and the terms of the
7 settlement.

8 **IT IS SO ORDERED**

9
10 Dated: 6/26/26

11  _____

12 The Honorable Loren Freestone
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28