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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

REBECCA RIVERA, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

EUREKA CENTER EMPLOYEES, LLC, a
Delaware limited liability company; EUREKA
REALTY PARTNERS, INC., a California
corporation; CRAIG REALTY GROUP –
CABAZON, LLC, a California limited liability
company; CRAIG REALTY GROUP –
TULARE, LLC, a California limited liability
company; CRAIG REALTY GROUP –
CABAZON PHASE II, LLC, a California
limited liability company; CRAIG REALTY
GROUP CITADEL, LLC, a Delaware limited
liability company; CRAIG REALTY GROUP-
SAN CLEMENTE, LLC, a California limited
liability company; and DOES 1-50, Inclusive,

Case No. CIVSB2308152

[PROPOSED] JUDGMENT

Date: September 18, 2025
Time: 1:30 p.m.

Judge: Hon. Joseph T. Ortiz
Dept.: S-17

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2 Defendants.

3 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
4 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
5 and Enhancement Award duly came on for hearing on September 18, 2025, before the above-entitled
6 Court. The parties having settled this action and the Court having entered an Order Granting Motion
7 for Final Approval of Class Action and PAGA Settlement and good cause appearing therefore,

8 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

9 1. The certification of the Class is confirmed for the purposes of settlement. The
10 Settlement Class is defined as all persons who are or previously were employed by Defendants
11 Eureka Center Employees, LLC, Eureka Realty Partners, Inc, Craig Realty Group-Cabazon, LLC,
12 and Craig Realty Group-Citadel, LLC ("Defendants") in California and classified as non-exempt
13 employees at any time from April 7, 2019, to March 15, 2024 ("Class Period").

14 2. All persons who meet the foregoing definition are Settlement Class Members, except
15 for those individuals who filed a valid request for exclusion ("opt out") from the Class. There was
16 one (1) request for exclusion by Lisa Cookston.

17 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
19 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
20 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
21 of Class Action and PAGA Settlement and in this Final Judgment.

22 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
23 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
24 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
25 benefits.

26 5. As of the date the Defendants fund the Gross Settlement Amount, Plaintiff and each
27 Settlement Class Member who has not validly opted out has released the "Released Parties" from
28 the "Released Class Claims" as set forth in the Agreement.

1 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

2 (a) The “Released Class Claims” are defined all claims, contingent or accrued,
3 that were pled or reasonably could have been pled in the Class Complaint or amended Class
4 Complaint for the Class Period.

5 (b) The “Released Parties” are defined as Defendants and their current and
6 former parents, predecessors or successors, holding companies, affiliated companies, entities,
7 owners, shareholders, members, partners, officers, directors, managers, employees, insurers and
8 agents.

9 7. As of the date the Defendants fund the Gross Settlement Amount, the Plaintiff, the
10 Labor and Workforce Development Agency (“LWDA”), the State of California, and each
11 “Aggrieved Employee” have released the Released Parties from the “Released PAGA Claims” for
12 the “PAGA Period” as set forth in the Agreement.

13 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

14 (a) The “Aggrieved Employees” are defined as all persons who are or previously
15 were employed by Defendants in California and classified as non-exempt employees at any time
16 during the period from April 7, 2022, and March 15, 2024 (“PAGA Period”).

17 (b) The “Released PAGA Claims” are defined as all contingent or accrued claims
18 to penalties that were pled or reasonably could have been pled in Plaintiff’s PAGA Notice under
19 California Labor Code Section 2698 et seq., for the PAGA Period.

20 9. This Court hereby grants final approval and awards the following: (i) Three Hundred
21 Four Thousand, Eight Hundred Sixty-Six Dollars and Ninety-Two Cents (\$304,866.92) as the Class
22 Counsel Award comprised of attorneys’ fees in the amount of one-third of the Gross Settlement
23 Amount, or Two Hundred Eighty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-
24 Three Cents (\$283,333.33) and litigation expenses in the amount of Twenty-One Thousand, Five
25 Hundred Thirty-Three Dollars and Fifty-Nine Cents (\$21,533.59); (ii) the Enhancement Award to
26 Class Representative, Rebecca Rivera, in the amount of Ten Thousand Dollars and Zero Cents
27 (\$10,000.00) in exchange for a general release; (iii) Settlement Administration Costs of Ten
28 Thousand, Five Hundred Fifty Dollars and Zero Cents (\$10,550.00) to Apex Class Action LLC; (iv)

1 Nineteen Thousand One Hundred Twenty-Five Dollars and Zero Cents (\$19,125.00) (75% of the
2 PAGA Payment) to the Labor and Workforce Development Agency (“LWDA Payment”); and Six
3 Thousand Three Hundred Seventy-Five Dollars and Zero Cents (\$6,375.00) (25% of the PAGA
4 Payment) allocated to the Aggrieved Employees (“Aggrieved Employee Payment”).

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

8
9 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
10 **ORDERED.**

11 DATED: _____, 2025
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14 _____
15 Hon. Joseph T. Ortiz
16 JUDGE OF THE SUPERIOR COURT
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