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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

INEZ PARQUETTE, an individual, on behalf
of herself, and on behalf of all other aggrieved
employees,

PLAINTIFFS,

vs.

INLAND VALLEY PARTNERS, LLC; and
Does 1 through 50, Inclusive,

DEFENDANTS.

Case No: 22STCV04406

Action Filed: February 4, 2022

**[PROPOSED] ORDER GRANTING
PLAINTFFS' MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: November 30, 2022

Time: 8:30 a.m.

Reservation ID: 386297176530

Dept.: 24

Judge: Kristin S. Escalante

1 Plaintiff Inez Parquette (“Plaintiff”) move for approval of the settlement of Plaintiff’s claims
2 under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California
3 Labor Code § 2699(1), against Defendant Inland Valley Partners, LLC (“Defendant”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
5 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
6 being released under the terms of the Joint Stipulation of Settlement of PAGA Action and Release
7 of PAGA Claims (“Settlement Agreement”). The California Labor Workforce Development
8 Agency was provided with notice of the settlement and the motion for approval of the settlement
9 via its online process and no objection has been received to the settlement or the motion from the
10 Labor Workforce Development Agency. The Parties seek approval of the settlement of Plaintiff’s
11 PAGA claims and the Gross Settlement Amount to be paid as part of the settlement as set forth in
12 the Settlement Agreement, which was filed with the Court (“PAGA Settlement”). The PAGA
13 Settlement provides for a Gross Settlement Amount in the total sum of \$270,000, which includes
14 the Net Settlement Amount, Plaintiff’s Counsel Award in the amount of \$90,000, Plaintiff’s
15 Counsel litigation expenses in the amount of up to \$15,000 and a Settlement Administration Costs
16 estimated in the amount of \$8,000. The Net Settlement Amount is the amount remaining from the
17 Gross Settlement Amount after the deduction of the Settlement Administration Cost, Plaintiff’s
18 Counsel Award and Plaintiff’s Counsel’s cost amount. The Settlement Administrator will be ILYM
19 Group Inc. The sum of any settlement checks not cashed within 180 days, or the extended deadline
20 as provided in the Settlement Agreement, will be transmitted to the Controller of the State of
21 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*,
22 in the names and corresponding amounts associated with each Aggrieved Employee whose check(s)
23 are cancelled. The Court approved the Gross Settlement Amount and the distributions of the Gross
24 Settlement Amount as set forth above.

25 The Court, having reviewed the evidence and papers submitted and argument of counsel,
26 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Parties’ motion and approves the
27 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
28 which shall be allocated and paid out as set forth in the Settlement Agreement.

1 The “Aggrieved Employees” are defined as “individuals employed by Defendant as non-
2 exempt employees in California during the PAGA Period.” The PAGA Period is November 24,
3 2020 to July 26, 2022. Upon entry of Judgment and funding in full of the PAGA Settlement by
4 Defendant, the Released Parties shall be entitled to a release from the State of California and
5 Plaintiff as to the following claims: All PAGA claims alleged in the operative complaint and
6 Plaintiff’s November 24, 2021 Notice to the LWDA which occurred during the PAGA Period.
7 (“Released Claims”).

8 Neither the Settlement Agreement nor the settlement contained therein, nor any act
9 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
10 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
11 Release Claim; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of,
12 any fault or omission by Defendant or any of the Released Parties in any civil, criminal, or
13 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any
14 of the Released Parties may file the Settlement Agreement and/or the separate Judgment from this
15 action in any other action that may be brought against it or them in order to support a defense or
16 counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement,
17 judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense
18 or counterclaim.

19 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
20 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
21 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
22 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
23 the distribution of settlement benefits.

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**IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH
ENTERED ACCORDINGLY.**

DATED: _____, 2022

THE HONORABLE KRISTIN S. ESCALANTE
JUDGE OF THE SUPERIOR COURT