

**ZAKAY LAW GROUP, APLC**  
Shani O. Zakay (State Bar #277924)  
Jackland K. Hom (State Bar #327243)  
Julieann Alvarado (State Bar #334727)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 255-9047  
Facsimile: (858) 404-9203  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
[jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)  
[julieann@zakaylaw.com](mailto:julieann@zakaylaw.com)

Attorneys for INEZ PARQUETTE

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

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

26 The Court, having reviewed the evidence and papers submitted and argument of counsel,  
27 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Parties’ motion and approves the  
28

1 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,  
2 which shall be allocated and paid out as set forth in the Settlement Agreement.

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

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

21  
22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

1 The Court having fully considered the arguments of all parties, both written and oral, as well  
2 as the evidence presented, now rules as follows: Motion to Approve PAGA Settlement and  
3 Judgment is GRANTED, with modification. The court has reviewed the papers and concludes that  
4 the settlement is fair, just and reasonable based on the facts developed; the attorneys' fees sought  
5 are reasonable; and the terms of the settlement otherwise comply with the relevant statutes and  
6 requirements. ~~The court will not enter judgment or dismiss the action, however, until after the~~  
7 ~~settlement funds have been distributed and a report from the administrator provided that have been~~  
8 ~~done.~~ The courts sets a status conference regrading the distribution of funds for April 4, 2023. .

9  
10 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**  
11 **ENTERED ACCORDINGLY.**

12  
13 DATED: 12/19/2022, 2022



*Kristin Escalante*

17 Kristin S. Escalante / Judge  
18 THE HONORABLE KRISTIN S. ESCALANTE  
19 JUDGE OF THE SUPERIOR COURT  
20  
21  
22  
23  
24  
25  
26  
27  
28