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Attorneys for PLAINTIFFS BILLY DANIEL JR.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

BILLY DANIEL JR., an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

THE VASQUEZ COMPANY, a California
Corporation; and DOES 1 through 50,
Inclusive;

Defendants.

Case No.: CIVSB2204403

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

Hearing Date: June 8, 2023
Hearing Time: 10:00 a.m.

Judge: Hon. David Cohn
Dept.: S-26

1 Plaintiff Billy Daniel Jr. and Plaintiff Jessica Pereabras (collectively "Plaintiffs") with
2 Defendant The Vasquez Company ("Defendant") moved for approval of the proposed settlement
3 of Plaintiff's claims for civil penalties under the California Labor Code Private Attorneys General
4 Act ("PAGA"), pursuant to California Labor Code section 2699(1). Plaintiffs seek approval of the
5 settlement, including the Gross Settlement Amount ("GSA") of \$410,000.00. The terms of the
6 PAGA Settlement Agreement (the "Settlement Agreement") provide that a Net Settlement Amount
7 of \$241,333.33 shall be paid from the \$410,000.00 GSA. The Settlement Agreement also provides
8 that (1) \$136,666.67 be paid to Plaintiffs' Counsel for payment of attorneys' fees; (3) up to
9 \$25,000.00 be paid to Plaintiffs' Counsel for actual litigation costs incurred; (3) \$7,000.00 be paid
10 to ILYM Group, Inc. for the cost of administration of the settlement. The Labor Workforce
11 Development Agency was provided with notice of the settlement and the motion via its online
12 process and no objection has been received to the settlement or the motion.

13 Upon Defendant's funding of the Gross Settlement Amount in full in accordance with the
14 terms agreed upon by the Parties, Plaintiff and Aggrieved Employees will release the followings
15 claims against Defendant and its former, present and future owners, parents, subsidiaries, and
16 affiliates, and their respective former, present and future officers, directors, members, managers,
17 employees, consultants, partners, shareholders, joint venturers, agents, and the predecessors and
18 successors, assigns, accountants, insurers, and legal representatives of all such entities and
19 individuals ("Released Parties"): All Aggrieved Employees are deemed to release the Released
20 Parties from all PAGA claims all claims for civil penalties under California Labor Code Sections
21 2698, et seq., predicated on the California Labor Code violations that are asserted in LWDA Notices
22 and operative complaints which are for civil penalties pursuant to Labor Code section 2699, et seq.,
23 including those for violations of Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6,
24 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14 1198,
25 1199, 2802, and 2804, and applicable Industrial Welfare Commission Wage Orders. The release
26 does not include underlying wage and hour claims, claims for wrongful termination, discrimination,
27 unemployment insurance, disability, and workers' compensation, and claims outside of the PAGA
28 Period.

1 Good cause appearing based on the reasons set forth in the motion for approval, the Court
2 hereby GRANTS the motion and approves the PAGA settlement as set forth in the Settlement
3 Agreement and the Net Settlement Amount of \$241,333.33, which shall be allocated and paid out
4 as set forth in the Settlement and in accordance with Labor Code section 2699(i).

5 After entry of this Judgment, the Court shall retain jurisdiction to construe, interpret,
6 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to
7 a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
8 connection with the distribution of settlement benefits.

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

12
13 DATED: _____

14 _____
HON. DAVID COHN