

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
5/20/2025 12:28:16 PM

Clerk of the Superior Court
By M. Guyot ,Deputy Clerk

David Alami (SBN 314628)
david@torusllp.com
Daniel J. Hyun (SBN 309184)
daniel@torusllp.com
Shaheen Anthony Etemadi (SBN 319138)
shawn@torusllp.com
TORUS LLP
2 Park Plaza, Suite 1260
Irvine, CA 92614
Telephone: (949) 590-4122

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MARIA RODRIGUEZ and ISELA JAKELINE
CARMEN, individually and on behalf of all
other aggrieved employees and the State of
California,

Plaintiff,

vs.

GOODWILL INDUSTRIES OF SAN DIEGO
COUNTY; and DOES 1 through 10 inclusive,

Defendants.

Case No. 37-2023-00026630-CU-OE-CTL

~~PROPOSED~~ ORDER GRANTING
APPROVAL OF SETTLEMENT OF
ACTION FILED PURSUANT TO PAGA
AND JUDGMENT

1 The operative Complaint in the above-captioned lawsuit contains a single claim for relief
2 under the Private Attorneys General Act ("PAGA") based on alleged violations of California Labor
3 Code §§ 98.6, 201, 201.3, 202, 203, 204, 206, 210, 218.5, 218.6, 221, 223, 226, 226.2, 226.3,
4 226.7, 227.3, 232.5(c), 246, 246.5, 247, 247.5, 248.5, 510, 511, 512, 558, 558.1, 1102.5, 1174,
5 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2800, 2802, 2804, and 6310,
6 and California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), the
7 applicable California Industrial Welfare Commission Wage Orders, the applicable provisions of
8 the California Code of Regulations, on behalf of all current and/or former non-exempt, hourly
9 employees of Defendant Goodwill Industries of San Diego County ("Defendant") and the Released
10 Parties (as defined in the Settlement Agreement and First Amendment and Second Amendment to
11 Settlement Agreement between Plaintiffs Maria Rodriguez and Isela Jakeline Carmen
12 ("Plaintiffs") and Defendant ("Settlement Agreement") during the PAGA Period (as defined in the
13 Settlement Agreement).

14 The Court, having considered the proposed Settlement Agreement pursuant to Labor Code
15 § 2699(1); the Joint Stipulation For Court Approval of Settlement of Action Filed Pursuant to
16 PAGA ("Joint Stipulation") filed by Plaintiffs and Defendant; and good cause appearing, **IT IS**
17 **HEREBY ORDERED AS FOLLOWS:**

18 1. The Court, for purposes of this Final Order and Judgment, refers to all defined terms
19 as set forth in the PAGA Settlement Agreement as **Exhibit A** to the foregoing Stipulation.

20 2. Based on the California Supreme Court's opinion in *Arias v. Superior Court*, 46
21 Cal. 4th 969 (2009), Plaintiffs can seek PAGA civil penalties on behalf of the State of California
22 and other similarly situated aggrieved employees without seeking class certification or meeting
23 the requirements of class certification (i.e. numerosity, typicality, commonality and adequacy).

24 3. In a settlement of a PAGA action brought by an aggrieved employee, the court must
25 "review and approve" the settlement. Labor Code § 2699(1)(2).

26 4. The PAGA penalties sought as part of the Settlement Agreement are approved by
27 the Court as fair, reasonable, and adequate. Plaintiffs, by and through Counsel, have satisfied the
28

standards and applicable requirements for approval of settlement of a claim for penalties brought under the PAGA.

5. The Court approves the following payment schedule with respect to the Gross Settlement Amount as outlined in Section 4 of the Settlement Agreement: Defendant will pay \$600,000 (the "Gross Settlement Fund") within 30 days of the date of the Court's approval of the Parties' Settlement Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment.

6. A total of \$312,787.27 from the Gross Settlement Fund will be allocated to PAGA penalties. Pursuant to Labor Code § 2699(i), that amount shall be divided, with 75% (\$234,590.34) being paid to the California Labor Workforce Development Agency and the remaining 25% (\$78,196.78) being allocated to the Aggrieved Employees (as defined in the Settlement Agreement).

5. The Court approves representative awards in the amount of \$10,000 to Plaintiff Rodriguez and \$10,000 to Plaintiff Carmen for their services and acceptance of the responsibilities of representing the interests of the Aggrieved Employees and the State of California.

6. The Court further approves attorneys' fees in the amount of \$240,000 and \$17,312.73 in litigation costs to Plaintiffs' Counsel for reasonable attorneys' fees and costs incurred in connection with work performed to litigate this Action.

7. The Court further approves settlement administration fees in the amount of \$9,900.00 to Phoenix Class Action Administration Solutions.

8. Plaintiffs, the Aggrieved Employees (as defined in the Settlement Agreement), and the LWDA (to the fullest extent allowed under the law) are bound by the release of the Released Claims (as defined in the Settlement Agreement). The LWDA, Aggrieved Employees, and Plaintiffs are deemed to have conclusively released and forever discharged Defendant and the Released Parties (as defined in the Settlement Agreement) from any and all Released Claims set forth in the Settlement Agreement, and are hereby permanently barred and enjoined from the

1 institution or prosecution of any and all Released Claims against Defendant during the PAGA
2 Period defined as April 20, 2022 through the date the Court approves the settlement in this Action.

3 9. Neither the settlement, nor any terms of the Settlement Agreement, are an
4 admission by Defendant or the Released Parties (as defined in the Settlement Agreement) of any
5 wrongdoing whatsoever, nor is the Court's instant Order a finding of the validity of any claims in
6 the Action or of any wrongdoing by Defendant or any Released Parties (as defined in the
7 Settlement Agreement).

8 10. Without affecting the finality of this Order or the dismissal of the Action with
9 prejudice (all parties and all causes of action), the Court retains jurisdiction under Code of Civil
10 Procedure Section 664.6 with respect to all matters related to the consummation of the settlement.

11 11. The Consolidated Action, and all allegations and/or claims made and/or contained
12 therein, is hereby dismissed with prejudice (all parties and all causes of action).

13 12. This Order shall constitute a Judgment for purposes of California Rules of Court,
14 Rule 3.769(h).

15 13. This Order is intended to be a final disposition of the Consolidated Action in its
16 entirety.

17
18 **IT IS SO ORDERED.**

19
20 Dated: 5-20-25


Hon. Blaine K. Bowman
Judge of the Superior Court