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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 17 2022

MA **L. Howell**

12 *Attorneys for Plaintiff*
13 MARIACRUZ GONZALEZ

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF RIVERSIDE**

11 MARIACRUZ GONZALEZ, as an aggrieved
12 employee and private attorney general;

13 Plaintiff,

14 vs.

15 VISTA PACIFICA ENTERPRISES, INC., a
16 California corporation, and DOES 1 through 50,
17 inclusive,

18 Defendants.

Case No. RIC2001557

Assigned for all purposes to: Hon. Sunshine
Sykes, Department 6

~~[PROPOSED]~~ **ORDER GRANTING
APPROVAL OF SETTLEMENT
PURSUANT TO CALIFORNIA
LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT AND
ENTERING JUDGMENT**

Complaint Filed: June 8, 2020

Trial Date: Not Set

Hearing Date: February 10, 2022

Hearing Time: 8:30 a.m.

Department: 6

Reservation ID: 187991473011

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[PROPOSED] ORDER

Having reviewed and considered Plaintiff's Motion for Order Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment, and good cause appearing for the same, it is hereby ORDERED, ADJUDGED, and DECREED:

1. The Court hereby APPROVES the Joint Stipulation of PAGA Settlement and Release of Claims attached as Exhibit 2 to the Declaration of Heather Davis ("Settlement Agreement" or "Settlement.")

2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. This Court has jurisdiction over the subject matter of this Action, and over all Parties to this Action.

4. The Court designates Phoenix Settlement Administrators ("Phoenix" or "Settlement Administrator") as the third-party Settlement Administrator for mailing the PAGA Notice, distribution of the Gross Settlement Amount, and other duties set forth in the Settlement.

5. Within thirty (30) days of the Effective Date, Defendant will deposit the Gross Settlement Amount (\$275,000.00) into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator.

6. Within fourteen (14) calendar days of its receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator shall distribute the Gross Settlement Amount as provided in the Settlement Agreement and set forth below:

- a. Ninety-One Thousand Six Hundred Sixty-Five Dollars and Seventy-Five Cents (\$91,665.75) to Plaintiff's Counsel for attorneys' fees ("Plaintiff's Counsel Fees Payment"), which is one-third of the Gross Settlement Amount, and attorneys' costs ("Plaintiff's Counsel Litigation Costs Payment") in the amount of Fourteen Thousand Five Hundred and Forty-Six Dollars and Thirty-Eight Cents (\$14,546.38), from the Gross Settlement Amount as final payment for

1 and complete satisfaction of any and all attorneys' fees and costs incurred by
2 and/or owed to PAGA Counsel related to the Action;

3 b. Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Mariacruz
4 Gonzalez ("Plaintiff's Representative Payment") from the Gross Settlement
5 Amount, to compensate her for her services in prosecuting the Action and
6 performing work in support of the Action;

7 c. Three Thousand One Hundred and Fifty Dollars and No Cents (\$3,150.00) to
8 the Settlement Administrator, Phoenix (Settlement Administrator Payment")
9 from the Gross Settlement Amount for administration expenses incurred by the
10 Settlement Administrator; and

11 d. The remaining Net Settlement Amount, One Hundred Sixty Thousand Six
12 Hundred Thirty-Seven Dollars and Eighty-Seven Cents (\$160,637.87) shall be
13 distributed with 75% paid to the California Labor and Workforce Development
14 Agency (LWDA) and 25% distributed to PAGA Members as set forth in the
15 Settlement Agreement.
16

17 7. This Court shall retain jurisdiction to enforce the terms of the PAGA Settlement
18 Agreement pursuant to California Code of Civil Procedure Section 664.6.

19 8. Upon remittance of the Gross Settlement Amount by Defendant to the Settlement
20 Administrator, Plaintiff and the State of California will fully and finally release and discharge
21 Defendant and the Released Parties from any and all claims for the recovery for civil penalties,
22 attorneys' fees and costs permissible under PAGA which Plaintiff and/or the Aggrieved
23 Employees had, or may claim to have, against the Released Parties, arising out of the violations
24 alleged in the Complaint and/or the PAGA Notice, or reasonably could have been alleged based
25 on the facts contained in the Complaint and/or PAGA Notice, including but not limited to,
26 allegations regarding unpaid straight and overtime wages (including any off-the-clock work),
27 failure to pay employees all minimum wages and overtime wages owed including by failing to pay
28 all overtime and double time at the correct regular rate of pay, failure to provide compliant meal

1 and rest breaks, failure to pay them all premium wages owed for short, late or missed meal and
2 rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages
3 within the times permissible under Labor Code section 204; failure to provide complete and
4 accurate wage statements; failure to keep complete and accurate payroll records; failure to
5 reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202,
6 203, 204, 226(a), 226.2, 226.3, 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198,
7 2698, et seq., 2800, and 2802, (collectively, the “Released Claims”). This release shall apply to
8 claims arising from February 13, 2019, through September 18, 2021 (the “PAGA Period”). The
9 State of California shall remain bound by this release regardless of whether the PAGA Members
10 cash and/or otherwise negotiate their individual PAGA Payment.

11 9. The Released Claims expressly exclude all claims made by PAGA Members for
12 individual wage claims, vested benefits, wrongful termination, unemployment insurance,
13 disability, social security, workers’ compensation, claims while classified as exempt, and claims
14 outside of the PAGA Period.

15 10. In addition to the release for penalties arising under PAGA, Plaintiff, for herself
16 only, hereby releases all claims related to her employment or alleged employment with the
17 Defendant including all claims alleged in the Action, and all claims known and unknown, without
18 exception, except as may be prohibited by law. Plaintiff has waived the provisions of California
19 Civil Code § 1542 for the time period from the start of her employment with Defendant up to the
20 Effective Date. This general release and waiver of California Civil Code §1542 by Plaintiff is not
21 intended to release any claims that cannot be waived or released as a matter of law, including
22 specifically, without limitation, any claim under the California workers’ compensation statute.

24 11. Except as provided in the Agreement and set forth in this order, the Parties shall
25 bear their own costs and fees.

26 12. The Court finds that Plaintiff gave notice to the California Labor Workforce and
27 Development Agency (“LWDA”) and to Defendant of her intention to pursue claims for civil
28 penalties under PAGA arising out of the facts and legal theories alleged in the Complaint, that the

1 LWDA did not give notice that it intended to investigate these claims within 65 days of receiving
2 Plaintiff's notice, and that Plaintiff is therefore authorized to pursue these claims on behalf of the
3 LWDA. The Court further finds that Plaintiff gave notice of this proposed settlement of those
4 claims under PAGA to the LWDA in accordance with Labor Code section 2699(1)(2), and that the
5 LWDA has not expressed any objection to the proposed settlement. Accordingly, this Judgment
6 also bars the LWDA, or any other agency of the State of California, or any person acting on its
7 behalf, from collecting any penalties due to any of them, or any unpaid wages due to PAGA
8 Members, to the extent those penalties or unpaid wages arise out of the PAGA Released Claims
9 or the facts giving rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-986 (2009).

10
11 13. Plaintiff is ordered to upload a copy of this Final Order and Judgment to the LWDA
12 within 10 days of entry of this Order.

13 14. A non-appearance case review for a Final Accounting regarding distribution of the
14 Settlement is set for 8/26/22 at 8:30 a.m./p.m. A report concerning this
15 distribution shall be filed with the Court no less than five (5) court days in advance of the hearing.

16 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

17 DATED: 3/17/22

18 
19 _____
20 JUDGE OF THE SUPERIOR COURT