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8 Attorneys for Plaintiff(s),
9 TINA CALDERON, and all others similarly situated
10 (Additional attorneys for Plaintiff(s) on following page)

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF STANISLAUS**
14 **(UNLIMITED JURISDICTION)**
15

16 TINA CALDERON, on behalf of herself and all
others similarly situated, and the general public,

17 *Plaintiff,*

18
19 vs.

20 DAVIS GUEST HOME, INC., a California
corporation; LONNY GENE DAVIS; and DOES
21 1-50, inclusive,

22 *Defendants.*
23

Case No. CV-20-001500

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

Hearing Date: October 20, 2022
Hearing Time: 8:30 a.m.
Hearing Dept.: 21, The Honorable John
R. Mayne

Action filed: March 05, 2020
Trial Date: Not Set



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1 Having considered the Parties' PAGA Settlement Agreement ("Agreement" or "PAGA
2 Settlement"), IT IS HEREBY ORDERED THAT:

3 1. To the extent required by Labor Code § 2699(l), the Settlement and its terms
4 represent a reasonable and adequate settlement of highly disputed claims to Plaintiff, the "PAGA
5 Employees" (as the term is defined in the PAGA Settlement), the State of California, Plaintiff's
6 counsel, and Defendants, and is approved.

7 2. Defendants shall pay the "Gross Settlement Amount" (as the term defined in the
8 Settlement) in the amount of \$99,000.00. The Gross Settlement Amount will be distributed as
9 follows:

10 (a) \$33,000.00 in PAGA Counsel's Fees to PAGA Counsel;
11 (b) \$11,772.37 in PAGA Counsel's Costs to PAGA Counsel;
12 (c) \$5,000 to Plaintiff as General Release Payment;
13 (d) \$8,490.00 in Third-Party Settlement Administration Fees to ILYM Group,
14 Inc. for the settlement administration; and

15 (e) The remaining funds (the Gross Settlement Amount less the Third-Party
16 Settlement Administration Fees, PAGA Counsel's Fees, PAGA Counsel's Costs, and Plaintiff's
17 General Release Payment) shall be referred to as the "Net Settlement Amount" and distributed
18 among PAGA Members and LWDA in accordance with the Settlement terms.

19 3. The allocation of the Settlement payment stated above among the Plaintiff, the
20 PAGA Members, the State of California, the Settlement Administrator and Plaintiff's counsel is
21 fair, just, reasonable, adequate, and equitable to all concerned, and is approved to the extent
22 required under Labor Code § 2699(l).

23 4. The settlement is approved on the terms stated in the Settlement.

24 5. Judgment in this matter is entered in accordance with, and incorporates by
25 reference, the terms and conditions of the Settlement. Instead of filing a request for dismissal to
26 terminate this action, this judgment will terminate the action.

27 6. The Settlement is not an admission by Defendants, or any of the "Released Parties"
28 (as the term is defined in the Settlement), nor is this judgment a finding of the validity of any
allegations or of any wrongdoing by Defendants or the Released Parties. Neither this judgment,
the Settlement, nor any document referred to therein, nor any action taken to carry out the



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1 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
2 omission, concession, or liability whatsoever by or against Defendants or the Released Parties.

3 7. The PAGA Settlement shall be binding on Plaintiff, all PAGA Employees, and the
4 State of California, who are hereby barred from re-litigating any of the claims released by the
5 Settlement.

6 8. Pursuant to Code of Civil Procedure section 664.6 the Court shall retain exclusive
7 and continuing jurisdiction over the above-captioned action and the parties for purposes of
8 enforcing the terms of the PAGA Settlement.

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

10 DATED: _____

11 **THE HONORABLE JOHN R. MAYNE**
12 **JUDGE OF THE SUPERIOR COURT**



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