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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS
(UNLIMITED JURISDICTION)

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

Plaintiff,

vs.

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

Defendants.

Case No. CV-20-001500

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

Hearing Date: June 14, 2022
Hearing Time: 8:30 a.m.
Hearing Dept.: 21, The Honorable John
R. Mayne

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

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

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

2. Defendants shall pay the "Gross Settlement Amount" (as the term defined in the
Settlement) in the amount of \$99,000.00. The Gross Settlement Amount includes: (a) Attorney



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1 fees in the amount of \$33,000.00 and litigation costs in the amount of \$15,000.00; (b) “PAGA
2 Penalty Fund” (as the term defined in the PAGA Settlement) payable to the PAGA Settlement
3 Employees and the Labor and Workforce Development Agency (“LWDA”); and (c)
4 Administration Costs of \$10,000.00 to administer the settlement, in accordance with the
5 procedure as mentioned in the Settlement.

6 3. The allocation of the Settlement payment among the Plaintiff, the PAGA
7 Settlement Employees, the State of California, the Settlement Administrator and Plaintiff’s
8 counsel is fair, just, reasonable, adequate, and equitable to all concerned, and is approved to the
9 extent required under Labor Code§ 2699(l).

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

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

14 6. The Settlement is not an admission by Defendants, or any of the “Released Parties”
15 (as the term is defined in the Settlement), nor is this judgment a finding of the validity of any
16 allegations or of any wrongdoing by Defendants or the Released Parties. Neither this judgment,
17 the Settlement, nor any document referred to therein, nor any action taken to carry out the
18 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
19 omission, concession, or liability whatsoever by or against Defendants or the Released Parties.

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

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

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

27 DATED: _____

28 **THE HONORABLE JOHN R. MAYNE**
JUDGE OF THE SUPERIOR COURT



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