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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SACRAMENTO

13 HEMANTH KUNDETI, as a proxy for the
State of California,

14 Plaintiffs,

15 v.
16

CORDOBA CORPORATION, a California
17 corporation; and DOES 1 through 50,
inclusive,

18 Defendants.
19

CASE NO. 34-2020-00278096-CU-OE-GDS
Dept.: 32

**[PROPOSED] ORDER APPROVING
MOTION TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT;
JUDGMENT THEREON**

Date: May 19, 2021
Time: 9:00 a.m.
Department: 54

RESERVATION ID: 2556326
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21
22 On May 19, 2021, this Court held a hearing on Plaintiff Hemanth Kundeti's ("Plaintiff")
23 Motion to Approve Settlement Agreement Pursuant to the Private Attorneys Generals Act (the
24 "PAGA"). Plaintiff appeared and argued through her counsel, Dennis Hyun of Hyun Legal, and
25 Defendant Cordoba Corporation ("Defendant") appeared and argued through its counsel,
26 Matthew A. Tobias of Sheppard, Mullin, Richter & Hampton LLP. After consideration of the
27 papers and oral argument, the Court granted Plaintiff's Motion to Approve Settlement.
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1 ACCORDINGLY, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

2 1. Plaintiff's motion to approve the PAGA Settlement Agreement ("Agreement")
3 pursuant to the Private Attorneys General Act, Labor Code § 2698, *et seq.*, is granted.

4 2. Accordingly, Defendant is ordered to fund the \$100,000.00 Total Settlement
5 Amount pursuant to the terms of the Agreement.

6 3. Pursuant to Labor Code § 2699(i), the Total Settlement Amount of \$100,000.00
7 shall be distributed as follows:

- 8 • \$33,333.33 will be paid as attorneys' fees to Plaintiff's counsel;
- 9 • \$10,299.50 will be paid as Plaintiff's counsel's costs;
- 10 • \$2,500.00 shall be paid to Plaintiff as compensation for serving as the PAGA
11 representative;
- 12 • \$2,500.00 will be paid to ILYM Group, Inc. (the "Settlement Administrator") to
13 administer the settlement;

14 4. The remaining balance of approximately \$51,367.17 (the "Net Settlement
15 Amount") shall be distributed as follows:

- 16 • The Net Settlement Amount shall be designated as PAGA penalties in full
17 satisfaction of all claims for PAGA civil penalties under the California Labor
18 Code, Wage Orders, regulations, and/or other provisions of law alleged to have
19 been violated in, that could have been alleged, or that are reasonably related to the
20 operative Complaint ("Complaint") with respect to Aggrieved Employees,
21 allocated between the Labor & Workforce Development Agency ("LWDA") and
22 the Aggrieved Employees pursuant to Labor Code Section 2699(i) with 75% paid
23 to the LWDA and 25% paid to the Aggrieved Employees based on the number of
24 pay periods worked ("PAGA Penalties Fund"). Specifically, the 25% of the Net
25 Settlement Amount will be paid to all Aggrieved Employees according to the
26 following formula: Settlement Payment to each Aggrieved Employee = $\$[25\% \text{ of}$
27 $\text{Net Settlement Amount}] \times [\text{Pay Periods Worked by Individual Aggrieved}$
28 $\text{Employee During PAGA Period} \div \text{Total Pay Periods Worked by All Aggrieved}$

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Employees during PAGA Period].

5. Plaintiff and defendant are ordered to carry out the terms of the settlement in accordance with the terms of the Agreement.

6. Pursuant to the terms of the Agreement, this Action is dismissed with prejudice, in its entirety, with each party to bear its/his own attorneys' fees and costs except as provided for in the Agreement.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT
COUNTY OF SACRAMENTO

