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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

11 ANDY GARCIA, on behalf of the State of
12 California and Aggrieved Employees,

13 Plaintiffs,

14 vs.

15 GREAT LAKES SERVICES, LLC,

16 Defendant.

Case No. 30-2020-01141083-CU-OE-CXC

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

Date: March 4, 2022

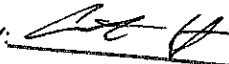
Time: 9:00 a.m.

Department: CX104

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAR 15 2022

DAVID H. YAMASAKI, Clerk of the Court

BY:  DEPUTY

1 Plaintiff filed an unopposed Motion to Approve Settlement Pursuant to Private Attorneys
2 General Act of 2004 ("PAGA"). The Court has reviewed the materials and information submitted
3 and HEREBY ORDERS, ADJUDGES, and DECREES as follows:

4 1. The Plaintiff in this Action, Andy Garcia ("Plaintiff"), and Defendant Great Lakes
5 Services, LLC ("Defendant"), have agreed to a Settlement Agreement of Representative Action under
6 Labor Code Private Attorneys General Action (Settlement Agreement" or "Settlement") that resolves
7 the claims brought in the above-referenced action under the PAGA. All defined terms contained
8 herein shall have the same meanings as set forth in the Settlement Agreement.

9 2. The Court finds the Settlement is "fair, reasonable, and adequate in view of PAGA's
10 purposes to remediate present labor law violations, deter future ones, and to maximize enforcement
11 of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 72.)

12 3. This approval is conditioned upon the Parties' representation that Plaintiff's individual
13 broad-form release of PAGA claims will not operate to bind the State and the Aggrieved Employees,
14 who will be bound instead by the PAGA-specific release in the Settlement Agreement. As defined in
15 the Settlement Agreement, the non-party employees who are covered and bound by this Settlement
16 and its PAGA-specific waiver and release provisions are all non-exempt employees of Defendant
17 employed at the Great Wolf Lodge located in Garden Grove, California at any time during the period
18 between March 22, 2019 through January 14, 2022.

19 4. The Court approves the following distributions:

20 a. Attorney's fees in the amount of \$214,500, or 30% of the Gross Settlement
21 Amount. The Court finds this to be a reasonable amount in light of the result
22 obtained, the quality of the work performed by counsel, a review of the billing
23 records provided, and the estimated lodestar. In approving this amount and
24 examining the billing and cost records as a cross-check on the overall
25 reasonableness of the fees and costs, the Court is not approving any particular
26 hourly rates proposed by counsel.

- b. Litigation costs in the amount of \$9,490.37, representing the full amount sought.
- c. Administration costs in the amount of \$5,000. Per the administrator's bid, \$5,000 is a "capped" amount, even though the estimate of actual costs in the bid is \$5,941.
- d. An enhancement to Plaintiff of \$5,000.
- e. Taking the above distributions into account, from the Gross Settlement Amount of \$715,000, \$481,009.63 remains to be distributed as provided under PAGA. This amount shall be allocated 75% to the LWDA and 25% to the Aggrieved Employees.

5. The administrator is to file a declaration no later than November 4, 2022 to confirm that the distribution of funds to aggrieved employees is complete. Upon receipt of the administrator's declaration, the Court will determine whether further briefing or a hearing is necessary.

6. As provided for in the Settlement Agreement, the settlement funds shall be tendered by Defendant to the agreed-upon settlement administrator Simpluris within ten (10) calendar days after the Effective Date. The Settlement is not an admission by Defendant, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

7. The Court shall retain continuing jurisdiction over the Parties to this action to ensure effectuation of the Settlement in accordance with the terms of the Settlement and this Order.

8. Plaintiff shall submit a copy of this Order to the LWDA within ten (10) days of entry of this Order.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 3/15/22



Hon. William Claster
Judge of the Superior Court