

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

RENALDO GONZALES, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

DURHAM SCHOOL SERVICES, L.P.;
NATIONAL EXPRESS TRANSIT; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CIVDS2009070

[Assigned for all purposes to the Hon. David Cohn,
Dept. S-26]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT PURSUANT
TO THE PRIVATE ATTORNEYS GENERAL
ACT**

Date: April 21, 2021
Time: 10:00 a.m.
Dept: S-26

1 **[PROPOSED] ORDER**

2 On April 21, 2021, a hearing was held on Plaintiff Renaldo Gonzales' ("Plaintiff")
3 Motion to Approve Settlement Agreement Pursuant to the Private Attorneys General Act, Labor
4 Code section 2698, *et seq.* Appearing at the hearing were Kristen M. Agnew and Nicholas
5 Rosenthal of Diversity Law Group for Plaintiff and Ellen Bronchetti of McDermott Will &
6 Emery LLP for Defendants Durham School Services, L.P. and National Express Transit
7 (collectively, "Defendants").

8 The Court has considered the Joint Stipulation of Settlement and Release Under the
9 Private Attorneys General Act ("Settlement Agreement") and all other papers filed in this action.

10 **NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS**
11 **FOLLOWS:**

12 1. Pursuant to California Labor Code section 2699(l), Plaintiff's Motion to Approve
13 Settlement Agreement Pursuant to the Private Attorneys General Act is **GRANTED**. The Court
14 finds that the Settlement is in all respects adequate considering the purposes and provisions of
15 the California Labor Code Private Attorneys General Act, California Labor Code section 2698,
16 *et seq.* The Court finds that the Settlement has been reached as a result of informed and non-
17 collusive arm's-length negotiations. The Court further finds that the Parties were able to
18 reasonably evaluate their respective positions. The Court has reviewed the monetary recovery
19 being provided by the Settlement and recognizes the value accorded to the State of California
20 and Aggrieved Employees.

21 2. Pursuant to Labor Code section 2699(i), the gross settlement amount of
22 \$55,000.00 shall be distributed as follows:

- 23 a. Seventy-Five percent of the PAGA Penalties Fund, totaling Twenty-One
24 Thousand Sixty-One Dollars and Forty-Five Cents (\$21,061.45), to the
25 LWDA for PAGA penalties.
- 26 b. Twenty-Five percent of the PAGA Penalties Fund, totaling Seven Thousand
27 Twenty Dollars and Forty-Nine Cents (\$7,020.49), to Aggrieved Employees.
- 28 c. Eighteen Thousand Three Hundred Thirty-Three Dollars and Thirty-Three

Cents (\$18,333.33) to Plaintiff's Counsel as Attorneys' Fees;

d. Two Thousand Five Hundred Eighty-Four Dollars and Seventy-Three Cents (\$2,584.73) to Plaintiff's Counsel as Costs;

e. Five Thousand Dollars (\$5,000) to Plaintiff as an enhancement; and

f. One Thousand Dollars (\$1,000.00) to the Settlement Administrator.

3. Upon the Effective Date, the Released Claims in the Settlement are deemed to have been conclusively released by all Aggrieved Employees against the Released Parties.

4. Plaintiff and Defendants are ordered to carry out the terms of the settlement in accordance with the terms of the PAGA Settlement Agreement.

5. Judgment shall be entered through the filing of this order and judgment. (Code Civ. Proc. § 668.5.) Plaintiff shall take from his complaint only the relief set forth in the Settlement Agreement and this Order and Judgment. Without affecting the finality of the Settlement or this Judgment in any way, the Court shall retain jurisdiction over the Parties for purposes of enforcing and interpreting the Settlement, this Order, and this Judgment.

6. The Settlement does not constitute an admission by Defendant of liability to Plaintiff or any Aggrieved Employee, nor does this Order constitute a finding by the Court of the validity of any of the claims alleged in this Action, or any liability of Defendant or any of the Released Parties.

IT IS SO ORDERED.

DATED: _____

HON. DAVID COHN
SUPERIOR COURT OF CALIFORNIA