

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MARIA ELIAS and TROY GRAY, on behalf
of the general public as private attorney
general,

Plaintiff,

v.

ARYZTA, LLC, a California Limited Liability
Company; AEROTEK, INC., a Maryland
Corporation, and DOES 1-10, inclusive,

Defendants.

Case No.: 30-2020-01141103-CU-OE-CXC
Assigned for all Purposes to:
The Hon. Melissa R. McCormick
Dept.: CX105

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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

The Court having reviewed the Settlement Agreement and Release (“Settlement” or “Settlement Agreement”) hereby ORDERS AND ADJUDGES:

2. The Court finds the Settlement was entered into in good faith, that the settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law. The Settlement is hereby accepted and approved.

4. 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, nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

6. The Court appoints Apex Class Action Administrators as the Settlement Administrator to administer the Settlement pursuant to the terms of the Settlement Agreement.

1 7. Defendant shall pay the Gross Settlement Amount of \$250,000.00 according to
2 the terms of the Settlement Agreement.

3 8. The Net Settlement Amount means the Gross Settlement Amount (\$250,000.00)
4 minus the following: (a) Attorneys' Fees to Plaintiff's Counsel in the amount of \$75,000.00; (b)
5 \$19,116.64 allocated to litigation costs; (c) \$5,000.00 allocated to Plaintiff as an Enhancement
6 Award; and (d) up to \$5,000.00 allocated to Settlement Administrator Costs.

7
8 (a) The Court approves payment to Plaintiff's counsel of Attorneys' Fees in the
9 amount of \$75,000.00 to be paid from the Gross Settlement Amount.

10 (b) The Court approves payment to Plaintiff's counsel of actual litigation costs in the
11 amount of \$19,116.64 to be paid from the Gross Settlement Amount. A copy of the
12 litigation costs bill is attached hereto as **Exhibit C**.

13 (c) The Court approves payment to the Settlement Administrator for its reasonable
14 costs and fees to administer the Settlement, up to \$5,000.00 to be paid from the
15 Gross Settlement Amount. The Administrator's bid is attached hereto as **Exhibit**
16 **D**.

17 (d) The Court approves payment of \$5,000.00 as an Enhancement Award to be paid to
18 Plaintiff for Plaintiff's service as a PAGA Representative.

19 (e) Any difference from these amounts will be added to the Net Settlement Amount.

20 9. In accordance with Labor Code § 2699(d), of the Net Settlement Amount
21 (\$145,883.36), 75% (\$109,412.52) is allocated to the LWDA, and the remaining 25%
22 (\$36,470.84) is allocated to the Aggrieved Employees on a pro-rata basis.

23 10. The "PAGA Period" or "Release Period" means July 2, 2019 to December 5,
24 2023.

25 11. The "Enhancement Award" means the monetary amount awarded to the named
26 Plaintiff for Plaintiff's time and risks in prosecuting this case and Plaintiff's service to the
27 Allegedly Aggrieved Employees.
28

1 12. The Court directs Defendant to deposit the Gross Settlement Amount with the
2 Settlement Administrator within 30 days of the Effective Date.

3 13. The amount of each Allegedly Aggrieved Employee's individual settlement
4 payment will be calculated as follows: Twenty-five (25%) of the Net Settlement Amount shall be
5 distributed to the Aggrieved Employees on a pro-rata basis, based on their respective number of
6 pay periods worked for Defendants during the PAGA Period.

7 14. On the date in which Defendant fully funds the Gross Settlement Amount,
8 Plaintiff shall fully, finally, and forever release and discharge Defendants and the Released
9 Parties from any and all of Plaintiff's released claims and shall be forever barred from
10 pursuing such released claims against Defendants and the Released Parties.

11 15. On the date in which Defendant fully funds the Gross Settlement Amount, the
12 State of California (including the LWDA) and the Aggrieved Employees (including Plaintiff)
13 shall for the PAGA Period fully, finally and forever release and discharge Defendants and the
14 Released Parties from any and all PAGA Released Claims, as defined in the Settlement
15 Agreement, and shall be forever barred from pursuing such PAGA Released Claims against
16 Defendants and the Released Parties.

17 16. The Court orders the Parties and the Settlement Administrator to carry out the
18 terms of the Settlement Agreement. This includes that each Allegedly Aggrieved Employee will
19 be issued one check for his or her Individual Settlement Payment. The Allegedly Aggrieved
20 Employee's check will expire one hundred and eighty (180) calendar days from the date the
21 checks are issued by the Settlement Administrator. After the 180 day-period, the Settlement
22 Administrator shall cancel all checks that have not been cashed or deposited and remit funds
23 associated with such canceled checks to the Controller of the State of California to be held
24 pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of
25 those Settlement Group Members whose checks were voided.

26 17. The Court approves of the Notice Letter attached to the Settlement Agreement to
27 be sent to Allegedly Aggrieved Employees, along with their respective settlement check. The
28

1 Notice Letter, including a certified copy in Spanish (together, the “Notice Packet”), is attached
2 hereto as **Exhibit E**.

3 Notice of entry of the Judgement will be given to Aggrieved Employees by enclosing the
4 Notice document in the same mailing as each individual settlement check, sent via U.S.
5 First-Class Mail to the last known address. There will also be a website that hosts the Notice and
6 additional information relating to the entry of Judgement. A QR code that is linked to the website
7 will be included on the Notice so the Aggrieved Employees may easily access the site for any
8 further information.

9 18. Under California Code of Civil Procedure section 664.6, the Court retains
10 jurisdiction over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the
11 terms and intent of the Settlement and this Order.

12 19. Plaintiff’s counsel shall submit a copy of this Order to the LWDA within seven
13 (7) days of the entry of the Order.

14 20. 19. Counsel shall submit a final administrator’s report at least nine (9) Court
15 days before the Final Accounting hearing addressing the status of the settlement administration,
16 including the actual amounts paid to the aggrieved employees and the other amounts distributed
17 under the Settlement, including any uncashed checks. The Final Accounting hearing is scheduled
18 for December 17, 2026 at 9:00 a.m.

19
20 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
21 **ENTERED ACCORDINGLY.**

22 DATED:_____

23 _____
24 THE HONORABLE MELISSA R. MCCORMICK
25 JUDGE OF THE SUPERIOR COURT
26
27
28