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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE- CENTRAL JUSTICE CENTER

MELINDA LEON, on behalf of herself and all
“aggrieved employees” pursuant to Labor Code
§ 2698 *et seq.*,

Plaintiffs,

v.

SC RETAIL, LLC, a Delaware limited liability
company, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: 30-2020-01150886-CU-OE-CXC

*Before the Hon. Glenda Sanders, Dept. CX-
101*

**[AMENDED PROPOSED] ORDER AND
JUDGMENT GRANTING APPROVAL OF
PAGA SETTLEMENT AND DISMISSING
ACTION**

Date: January 14, 2021

Time: 1:30 p.m.

Dept.: CX101

**Reservation ID #: CONTINUED PER
COURT’S ORDER ON SEPTEMBER 9,
2021**

Complaint Filed: July 9, 2020

This matter came on for hearing on January 14, 2022 at 2:00 p.m. in Department CX101 of
the above-captioned Court, the Honorable Glenda Sanders presiding, on Plaintiff Melinda Leon’s
 (“Leon”) Unopposed Motion for an Order and Judgment Approving Settlement of Claims brought
 pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Awarding Attorneys’ Fees, Costs,
 General Release Payment, and Reimbursement of Settlement Administration Expenses and
 Dismissing Action (“Motion for Approval”).

1 Having received and considered the Settlement Agreement and Release of Claims
2 (“Settlement Agreement”), the supporting papers filed by Plaintiffs, and the evidence and argument
3 received by the Court, the Court grants approval of the Settlement and **HEREBY ORDERS AND**
4 **MAKES THE FOLLOWING DETERMINATIONS:**

5 1. Except as otherwise defined in this Order and Judgment (“Order”), all capitalized
6 terms have the same meaning as defined in the Settlement Agreement that is attached as **Exhibit 1**
7 to this Order.

8 2. The Settlement Agreement and Motion for Approval were submitted to the
9 California Labor Workforce and Development Agency (“LWDA”) in accordance with PAGA,
10 California Labor Code § 2699(l)(2), (l)(4). In particular, on the date Plaintiff filed her motion
11 seeking approval of the Settlement with the Court, she submitted a copy of the Settlement
12 Agreement and the motion for approval to the LWDA, via electronic submission, in compliance
13 with the requirements of PAGA.

14 3. The Court has jurisdiction over the subject matter of this litigation, over all
15 Aggrieved Employees, and over those persons undertaking affirmative obligations under the
16 Settlement.

17 4. The Settlement is approved under Labor Code § 2699(l)(2).

18 5. The PAGA Settlement Notice to Aggrieved Employees, attached as **Exhibit 2** to this
19 Order, fairly and adequately describes the Action, the approved Settlement, and is the best notice
20 practicable under the circumstances.

21 6. The PAGA Gross Settlement Amount, PAGA Net Settlement Amount and the
22 methodology used to calculate the LWDA PAGA Payment and Individual Settlement Payments to
23 Aggrieved Employees, in accordance with the Settlement, is hereby approved.

24 7. The Court approves ILYM Group, Inc. to act as the Settlement Administrator. The
25 Court awards the Settlement Administrator in this Action its actual fees and costs in accordance
26 with the terms of the Settlement Agreement of \$2,500.

27 8. The Court approves Gaines & Gaines, APLC as PAGA Counsel.

28 9. The Court awards PAGA Counsel attorneys’ fees in the amount of \$25,666.66 and

1 actual litigation costs in the amount of \$8,979.38, both of which the Court finds to be fair and
2 reasonable. The Court authorizes the Settlement Administrator to make these payments, in
3 accordance with the terms of the Settlement Agreement.

4 10. The Court authorizes the Settlement Administrator to calculate the PAGA Net
5 Settlement Amount, inclusive of the LWDA PAGA Payment and Individual Settlement Payments
6 to Aggrieved Employees, in accordance with the terms of the Settlement Agreement.

7 11. The Court finds that the LWDA PAGA Payment of \$26,140.47 as its share of the
8 settlement of civil penalties is fair and reasonable. The Court authorizes the Settlement
9 Administrator to pay the LWDA PAGA Payment, in accordance with the terms of the Settlement
10 Agreement.

11 12. The Court finds the Individual Settlement Payments to Aggrieved Employees,
12 totaling \$8,713.49 to be fair and reasonable. The Court authorizes the Settlement Administrator to
13 pay the Individual Settlement Payments to Aggrieved Employees, in accordance with the terms of
14 the Settlement Agreement.

15 13. The Court approves payment of \$5,000.00 to Plaintiff Leon for her services in
16 bringing a PAGA action on behalf of the Aggrieved Employees and her general release of claims
17 against Defendant. The Court authorizes the Settlement Administrator to pay Leon's Individual
18 Claim Payment, in accordance with the terms of the Settlement Agreement.

19 14. Funds contained in the settlement checks that are returned as undeliverable and in
20 settlement checks uncashed for more than 180 days after issuance shall be tendered to the LWDA.

21 15. Upon completion of the Settlement, the Settlement Administrator will prepare a
22 declaration certifying the completion to the Court and counsel for the Parties, which Plaintiff shall
23 lodge with the Court on or before June 22, 2022.

24 16. Without affecting the finality of this order and entry of judgment, the Court retains
25 exclusive and continuing jurisdiction over this Action for purposes of addressing: (i) the
26 interpretation and enforcement of the terms of the Settlement Agreement; (ii) settlement
27 administration matters; and (iii) such matters as may be appropriate under court rules or as set forth
28 in the Settlement Agreement, as permitted by Code of Civil Procedure section 664.6 and any other

1 applicable law.

2 17. Plaintiff's PAGA claim asserted for violations of Labor Code §§ 201-203 (late
3 payment of wages at separation), 226(a) and 226.3 (inaccurate wage statements), 510 and 1194
4 (unpaid wages), 226.7 and 512 (failure to pay meal period premium wages), 558 (unpaid wages),
5 and 1198 (failure to provide suitable seating) as set forth in Plaintiff's operative complaint and
6 referred to in paragraph 10 of the Settlement Agreement as those claims "not arising out of the
7 issue of missed or denied rest periods" is hereby dismissed **without** prejudice.

8 18. Plaintiff's claim alleged in the operative complaint and referred to in the Settlement
9 which arises from or is related to the issue of missed or denied rest periods is deemed settled,
10 released and is hereby dismissed with prejudice.

11 19. Nothing in this Order or the Settlement shall be construed as an admission or
12 concession by any party. The Settlement and this resulting Order and Judgment represent a
13 compromise of disputed allegations.

14 20. The Court enters final judgment in accordance with the terms of the Settlement
15 Agreement and this Order.

16 21. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA within
17 10 days of its entry.

18 **IT IS SO ORDERED:**

19 DATED: _____, 2021

Honorable Glenda Sanders
Judge of the Superior Court