

1 B. James Fitzpatrick (SBN: 129056)
Charles Swanston (SBN: 181882)
2 Laura L. Franklin (SBN: 282642)
FITZPATRICK & SWANSTON
3 555 S. Main Street
Salinas, CA 93901
4 Telephone: (831) 755-1311
Facsimile: (831) 755-1319
5

6 Larry W. Lee (SBN: 228175)
Howard L. Magee (SBN: 185199)
7 Mai Tulyathan (SBN: 316704)
DIVERSITY LAW GROUP, P.C.
8 515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
9 Telephone: (213) 488-6555
Facsimile (213) 488-6554
10

11 Attorneys for Plaintiff,
KARYN MONDO, on behalf of herself
and all similarly aggrieved employees
12

13 **SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF MONTEREY**

15 KARYN MONDO, on behalf of herself
and all similarly aggrieved employees,

16 Plaintiff,

17 v.

18 THE PAPE' GROUP, INC.; PAPE'
MATERIAL HANDLING, INC.; and DOES 1
19 through 50, inclusive,

20 Defendants.
21
22
23
24
25
26
27
28

Case No. 20CV001665

(Assigned to the Honorable Robert O'Farrell,
Dept. 13)

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

Date: August 24, 2021

Time: 9:00 a.m.

Dept.: 13

Complaint Filed: June 16, 2020

FAC Filed: April 20, 2021

1 Plaintiff Karyn Mondo (“Plaintiff”) and Defendants The Papé Group, Inc. and Papé
2 Material Handling, Inc. (together, “Defendants”) (jointly with Plaintiff, the “Parties”) have
3 entered into the PAGA Settlement Agreement (the “Settlement Agreement”) to settle the
4 above-captioned PAGA action subject to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion to Approve Settlement
6 Agreement Pursuant to the Private Attorneys General Act, Labor Code § 2698, *et seq.* The
7 Court has read, heard, and considered all the pleadings and documents submitted, and the
8 presentations made in connection with the Motion which came on for hearing on August 24,
9 2021.

10 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

11 The Court hereby approves the Parties’ proposed PAGA Settlement and hereby enters
12 FINAL JUDGMENT based on the terms set forth in the Parties’ Settlement in favor of
13 Plaintiff and the Aggrieved Employees in the amount of \$892,500.00. Of this, \$297,500.00 is
14 awarded as attorney fees paid to Plaintiff’s Counsel, \$15,276.45 is awarded as costs paid to
15 Plaintiff’s Counsel, a service award of \$2,000.00 is awarded to Plaintiff, and \$4,150.00 is
16 awarded as administration costs paid to the Settlement Administrator.

17 This Judgment incorporates by reference the definitions in the Settlement Agreement,
18 and all terms defined therein shall have the same meaning as set forth in the Settlement
19 Agreement.

20 This Judgment is entered as part of a Settlement and the Court has made no findings of
21 liability or provided any notice of PAGA violations.

22 As a result of this Judgment, the Aggrieved Employees are barred from prosecuting
23 any of the claims covered by the Released Claims under the Release of Claims, as defined in
24 the Settlement Agreement, against Defendants and the Released Parties.

25 This Judgment is intended to be a final disposition in its entirety of the above captioned
26 action. Without affecting the finality of this judgment in any way, the Court retains
27 jurisdiction of all matters relating to the interpretation, administration, implementation,
28 effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

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

IT IS SO ORDERED.

DATED: _____

HON. ROBERT O’FARRELL
SUPERIOR COURT OF CALIFORNIA