

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

10/22/2021 at 01:04:00 PM

Clerk of the Superior Court
By Richard Day, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

VIVIAN HORN, on behalf of all others
similarly aggrieved,

Plaintiff,

v.

FURAAT, INC., a California
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 37-2020-00032266-CU-OE-CTL

*Assigned for all purposes to the Honorable
Richard S. Whitney in Department C-68*

**~~[PROPOSED]~~ ORDER GRANTING JOINT
STIPULATION AND REQUEST FOR
APPROVAL OF PAGA SETTLEMENT;
ENTERING JUDGMENT**

Action Filed: September 15, 2020

Trial Date: None Set

1 WHEREAS, this Action is pending before this Court as an alleged representative action
2 under the Private Attorneys General Act of 2004; and

3 WHEREAS, the Court has considered the Parties' Joint Stipulation and Request for
4 Approval of PAGA Settlement and supporting documents, including the Joint Stipulation and
5 Settlement Agreement ("Settlement Agreement") attached as Exhibit 1 to the Declaration of
6 Zachary Crosner. The Court understands that the Settlement Agreement sets forth the terms and
7 conditions for a proposed settlement and dismissal of the Action with prejudice. Based on a review
8 of the submissions by the Parties, and good cause appearing, the Court hereby enters this Order
9 Granting Joint Stipulation and Request for Approval of PAGA Settlement ("Order" or "PAGA
10 Settlement Approval Order").

11 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

- 12 1. All terms used in the Settlement Agreement shall have the same meaning as defined
13 therein.
- 14 2. The terms of the Settlement Agreement are fair, adequate, and reasonable, and therefore,
15 are approved by the Court.
- 16 3. Compensation to the Labor and Workforce Development Agency ("LWDA") and the
17 Settlement Group Members shall be effected pursuant to the terms of the Settlement
18 Agreement.
- 19 4. In recognition of Plaintiff's efforts and risks undertaken, the Court hereby approves of the
20 payment of \$5,000.00 to Plaintiff Vivian Horn, which shall be effected in the manner set
21 forth in the Settlement Agreement.
- 22 5. The Court hereby approves of the payment of attorneys' fees to Plaintiff's counsel in the
23 sum of \$57,500.00 and costs in the sum of \$10,000.00 to be effected in the manner set forth
24 in the Settlement Agreement.
- 25 6. The Court hereby approves of the payment to Simpluris, Inc. in an amount not to exceed
26 \$20,000.00, which is currently estimated by Simpluris at \$5,032.00, to be effected in the
27 manner set forth in the Settlement Agreement.

- 1 7. As of the Effective Final Settlement Date, the LWDA and each and every Settlement Group
2 Member, including Plaintiff, shall be deemed and hereby are deemed to have conclusively
3 released and forever discharged the Released Parties from the Released Claims, as defined
4 in the Settlement Agreement, and are hereby permanently barred and enjoined from the
5 institution or prosecution of any and all Released Claims against the Released Parties. This
6 release, Order, and Judgment do not extend or otherwise affect the ability off a Settlement
7 Group Member to bring individual, non-representative claims against the Released Parties
8 for alleged violations of the Labor Code.
- 9 8. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an
10 admission of liability or any wrongdoing by the Released Parties, nor is the Court's Order
11 a finding of the validity of any claims in the lawsuit or of any wrongdoing by the Released
12 Parties.
- 13 9. This Order is intended to be a final disposition of the lawsuit in its entirety, and is intended
14 to be immediately appealable.
- 15 10. The Court shall retain jurisdiction with respect to all matters related to the administration
16 and consummation of the settlement.

17 **JUDGMENT**

- 18 11. The Court hereby enters final judgment in this Action in accordance with terms of the
19 Settlement Agreement and the Order. All terms used herein shall have the same meaning
20 as defined in the Agreement.
- 21 12. Upon the Effective Final Settlement Date, as defined in the Settlement Agreement, Plaintiff
22 and all Settlement Group Members, shall have by operation of the Order and this Judgment,
23 fully, finally, and forever released, relinquished, and discharged the Released Parties from
24 the Released Claims as those terms are respectively defined in the Settlement Agreement,
25 and are hereby forever barred and enjoined from prosecuting such released claims against
26 Released Parties. This release, Order, and Judgment do not extend to or otherwise affect
27 the ability of a Settlement Group Member to bring individual, non-representative claims

1 against Released Parties for alleged violations of the Labor Code.

2 13. Without affecting the finality of the Order, and/or this Judgment, pursuant to California
3 Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court,
4 the Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiff,
5 Settlement Group Members, and Defendant for the purposes of supervising the
6 implementation, enforcement, construction, and interpretation of the Settlement
7 Agreement, Order, and Judgment.

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9 Dated: 10/22/2021



10 BY ORDER OF THE COURT
11 SUPERIOR COURT JUDGE
12 HON. RICHARD S. WHITNEY
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