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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

GUADALUPE PEREDA, individually and as
a private attorney general;

Plaintiff,

vs.

G. WANG, INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 08 2022

BY

JESSICA MORALES, DEPUTY

Case No.: CIVDS2017101

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

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR ORDER
APPROVING SETTLEMENT PURSUANT
TO CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT AND
ENTERING JUDGMENT**

*[Filed concurrently with Motion for Order
Approving Settlement Pursuant to California
Labor Code Private Attorneys General Act and
Entering Judgment; Declaration of Cody
Payne; Declaration of Guadalupe Pereda in
Support of Motion for Order Approving
Settlement Pursuant to California Labor Code
Private Attorneys General Act]*

Hearing Date: February 8, 2022
Hearing Time: 10:00 a.m.
Department: S-26

Complaint Filed: July 29, 2020
Trial Date: None Set

**[PROPOSED] ORDER APPROVING SETTLEMENT PURSUANT TO CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT AND ENTERING JUDGMENT**

1 [PROPOSED] ORDER

2 Having reviewed and considered Plaintiff's Motion for Order Approving Settlement
3 Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment, and good
4 cause appearing for the same, it is hereby ORDERED, ADJUDGED, and DECREED AS
5 FOLLOWS:

6 1. The Court HEREBY APPROVES AND CONFIRMS the civil penalties and release
7 of claims provided for in the Parties' PAGA Settlement Agreement ("PAGA Settlement
8 Agreement," "Settlement Agreement," or "Settlement"), attached as Exhibit 2 to the Declaration of
9 Cody Payne.

10 2. Final judgment is hereby entered in conformity with the Settlement. All terms used
11 herein shall have the same meaning as defined in the Settlement Agreement.

12 3. This Court has jurisdiction over the subject matter of this Action, and over all Parties
13 to this Action, including Plaintiff Guadalupe Pereda ("Plaintiff"), the State of California, and all
14 Aggrieved Employees.

15 4. The Court designates Phoenix Settlement Administrators as the third-party
16 Settlement Administrator ("the Settlement Administrator") for mailing the Aggrieved Employees
17 cover letters, distribution of the Settlement Fund, and other duties set forth in the Settlement.

18 5. Within fourteen (14) calendar days after the Effective Date, Defendant G. Wang, Inc.
19 ("Defendant") will provide to the Settlement Administrator the Aggrieved Employee List as defined
20 in the Settlement Agreement.

21 6. Within thirty (30) calendar days after the Effective Date, Defendant is hereby ordered
22 to deposit the Settlement Fund of Ninety-Nine Thousand Dollars and Zero Cents (\$99,000.00) with
23 the Settlement Administrator.

24 7. Within seven (7) calendar days of the funding of the Settlement, the Settlement
25 Administrator shall distribute the Settlement Fund as provided in the Settlement and set forth below:

- 26 a. Thirty-Nine Thousand Six Hundred Dollars and Zero Cents (\$39,600.00) to Plaintiff's
27 Counsel for attorneys' fees, which is forty percent (40%) of the Settlement Fund, and
28 attorneys' costs in the amount of Eleven Thousand One Hundred Seventy-Nine Dollars

1 and Eighteen Cents (\$11,179.18), from the Settlement Fund as final payment for and
2 complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to
3 Plaintiff's Counsel related to the Action;

4 b. Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff
5 Guadalupe Pereda ("General Release Payment") from the Settlement Fund, to
6 compensate her for her services in prosecuting the Action, performing work in support
7 of the Action, and for her general release;

8 c. One Thousand Nine Hundred Ninety-Five Dollars and Zero Cents (\$1,995.00) to the
9 Settlement Administrator, Phoenix Settlement Administrators, from the Settlement Fund
10 for administration expenses incurred by the Settlement Administrator ("Settlement
11 Administration Costs"); and

12 d. The PAGA Penalties Fund remaining after the deduction of Plaintiff's General Release
13 Payment, Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement
14 Administration Costs (\$38,725.82), shall be distributed to the California Labor and
15 Workforce Development Agency ("LWDA") and Aggrieved Employees. 75% of the
16 PAGA Penalties Fund (\$29,044.36) shall be distributed to the LWDA. 25% of the PAGA
17 Penalties Fund (\$9,681.46) shall be distributed to the Aggrieved Employees on a *pro*
18 *rata* basis based on the number of pay periods worked by each Aggrieved Employee
19 during the Settlement Period. The Settlement Administrator shall mail each Aggrieved
20 Employee their Individual PAGA Payment check along with the Notice attached to the
21 Settlement as Exhibit A.

22 8. All checks to Aggrieved Employees shall remain valid and negotiable for 180 days
23 from the date of their issuance. If any checks are not cashed within 180 days of mailing, those funds
24 shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed
25 Property Law, California Code of Civil Procedure § 1500, et seq. in the names of those Aggrieved
26 Employees who did not cash their checks until such time they claim their property.

27 9. Upon the date the Court enters Judgment, Plaintiff, the Aggrieved Employees, the
28 LWDA, and the State of California, shall discharge Defendant G. Wang, Inc. and its past, present
and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents,

1 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
2 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers
3 ("Released Parties") from any and all claims for the recovery for civil penalties, attorneys' fees and
4 costs permissible under PAGA, whether known or unknown, which Plaintiff and/or the Aggrieved
5 Employees had, may claim to have, asserted or could have asserted based on facts or theories in the
6 Action against Released Parties, arising out of or reasonably related to the violations alleged in the
7 Complaint or the PAGA Notice, including unpaid straight and overtime wages (including any work
8 off-the-clock), failure to pay employees all minimum wages and overtime wages owed including by
9 failing to pay all overtime and double time at the correct regular rate of pay, failure to provide
10 compliant meal and rest breaks, failure to pay them all premium wages owed for short, late or missed
11 meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely
12 pay wages within the times permissible under Labor Code section 204; failure to provide complete
13 and accurate wage statements; failure to keep complete and accurate payroll records; failure to pay
14 vacation time; failure to pay sick time; violations of Labor Code sections 201, 202, 203, 204, 226(a),
15 226.7, 227.3, 245.5, 246(i), 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, and IWC
16 Wage Orders including *inter alia*, Wage Order 5-2001 ("Released Claims"). Aggrieved Employees
17 cannot opt out of or object to the Release.

18 10. Upon the receipt of the General Release Payment, Plaintiff, on behalf of herself only,
19 shall fully release and discharge the Released Parties from any and all claims, actions, charges,
20 complaints, grievances and causes of action, of whatever nature, whether known or unknown, which
21 exist or may exist against the Released Parties as of January 5, 2022, including but not limited to
22 any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims,
23 benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims,
24 emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum
25 meruit claims, and any and all claims arising under any federal, state or other governmental statute,
26 law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor
27 Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare
28 Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age
Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title

1 VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California
2 Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act,
3 California Business & Professions Code Section 17200 et seq., and any and all claims arising under
4 any federal, state or other governmental statute, law, regulation or ordinance. Plaintiff understands
5 that this release includes unknown claims and that she is, as a result, waiving all rights and benefits
6 afforded by Section 1542 of the California Civil Code, which provides: "A general release does not
7 extend to claims which the creditor does not know or suspect to exist in his or her favor at the time
8 of executing the release, which if known by him or her must have materially affected his or her
9 settlement with the debtor."

10 11. The Court finds that Plaintiff gave notice to the LWDA and to Defendant of her
11 intention to pursue claims for civil penalties under PAGA arising out of the facts and legal theories
12 alleged in the Complaint, that the LWDA did not give notice that it intended to investigate these
13 claims within 65 days of receiving Plaintiff's notice, and that Plaintiff is therefore authorized to
14 pursue these claims on behalf of the LWDA. The Court further finds that Plaintiff gave notice of
15 this proposed settlement of those claims under PAGA to the LWDA in accordance with Labor Code
16 section 2699(1)(2), and that the LWDA has not expressed any objection to the proposed settlement.
17 Accordingly, this Judgment also bars the LWDA, or any other agency of the State of California, or
18 any person acting on its behalf, from collecting any penalties due to any of them, or any unpaid
19 wages due to Aggrieved Employees, to the extent those penalties or unpaid wages arise out of the
20 Released Claims or the facts giving rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-
21 986 (2009).

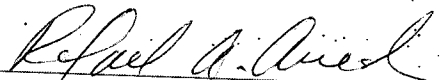
22 12. Plaintiff's Counsel is directed to submit a copy of this Order and Judgment to the
23 California Labor and Workforce Development Agency within ten (10) calendar days of entry of the
24 Judgment.

25 * 13. Without affecting the finality of this Order and Judgment, the Court shall retain
26 continuing jurisdiction over this action and the parties, and over all matters pertaining to the
27 implementation and enforcement of the terms of the PAGA Settlement Agreement pursuant to Civil
28 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies

1 arising with or with respect to the interpretation, enforcement, or implementation of the PAGA
2 Settlement Agreement shall be presented to the Court for resolution.
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4 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**
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6 DATED: 2-8-22

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8 JUDGE OF THE SUPERIOR COURT
9 RAFAEL A ARREOLA
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