

FILED
Clerk of the Superior Court

JUL 22 2021

By: T. Abas

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

YURALIS PENA, an individual, for the real
party in interest, the State of California

Plaintiff,

v.

SOUTH COUNTY ORAL
MAXILLOFACIAL SURGERY;
EASTLAKE SURGERY CENTER; and
DOES 1 through 50,

Defendants.

Case No. 37-2020-00029759-CU-OE-CTL

Judge: Hon. Gregory W Pollack
Dept.: C-71

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S UNOPPOSED
EX PARTE APPLICATION FOR
APPROVAL OF PAGA SETTLEMENT**

1 Plaintiff Yuralis Pena's Unopposed Ex Parte Notice and Ex Parte Application for Approval
2 of PAGA Settlement ("Unopposed Ex Parte") pursuant to the Private Attorneys General Act of
3 2004, encoded in Cal. Labor Code section 2698 et. seq. (hereinafter "PAGA") was heard in
4 Department C-71 of the above entitled Court on 07-22-21. On good cause shown, this
5 Court rules as follows:

6 WHEREAS Plaintiffs filed the instant Lawsuit against Defendants South County Oral
7 Maxillofacial Surgery and Eastlake Surgery Center on behalf of the State of California,
8 pursuant to the PAGA, subsequent to giving written notice to the California Labor and Workforce
9 Development Agency ("LWDA") and Walmart, as required by California Labor Code section
10 2699.3;

11 WHEREAS the operative Complaint in the Lawsuit asserts a claim for civil penalties for
12 violation of California Labor Code section 2698, *et seq.* including, but not limited to, Labor Code
13 sections 201, 202, 203, 204, 226, 226(c), 226(a)(1)-(a)(9), 226.3, 227.3, 510, 558, 1194, 1197,
14 2802 and 2699 et seq.

15 WHEREAS the Parties desire to settle the Lawsuit solely for the purpose of avoiding the
16 burden, time, expense and uncertainty of continuing litigation, and for the purpose of putting to rest
17 the controversies engendered by the Lawsuit;

18 WHEREAS California Labor Code section 2699(l)(2) states that "[t]he superior court shall
19 review and approve any settlement of any civil action filed pursuant to [PAGA];

20 WHEREAS the Court has reviewed and considered (1) the proposed Settlement Agreement,
21 (2) the ex parte notice and application, (3) the declarations submitted in support thereof, and (4) the
22 exhibit(s) attached to the declarations submitted therewith;

23 Based thereon, the Court **HEREBY MAKES THE FOLLOWING FINDINGS:**

24 1. That all terms used herein shall have the same meaning as defined in the Settlement
25 Agreement.

26 2. That this Court has jurisdiction over the subject matter of the Lawsuit and over all
27 Parties to the Lawsuit.

28 3. That the Settlement was entered into in good faith, that the Settlement is fair to

1 those affected and that Plaintiffs, by and through their Counsel, have satisfied the standards and
2 applicable requirements for approval of a settlement of a claim brought under the PAGA (Cal.
3 Labor Code § 2698 et. seq.).

4 **GOOD CAUSE APPEARING, it is HEREBY ORDERED THAT:**

5 1. The terms of the Settlement Agreement are fair to those affected, and therefore, are
6 approved by the Court.

7 2. The Court grants Plaintiff's Unopposed Ex Parte.

8 3. From the \$47,000.00 gross settlement, \$1,218.75 is to be allocated towards
9 litigation costs, \$18,000.00 is to be allocated towards attorney's fees, and \$27,781.25 is to be
10 allocated towards civil penalties under the PAGA.

11 4. As delineated in subdivision (i) of Labor Code section 2699, from the \$27,781.25
12 allocated to civil penalties under the PAGA, 75%, or \$20,835.94, shall be paid to the LWDA "for
13 enforcement of labor laws, including the administration of this part, and for education of employers
14 and employees about their rights and responsibilities under this code"; and the remaining 25%, or
15 \$6,945.31, shall be paid to the aggrieved employees.

16 4. All distributions shall be effectuated pursuant to the terms of the Settlement
17 Agreement.

18 5. The Court hereby enters final Judgment in this case in accordance with the terms of
19 the Settlement Agreement;

20 6. This document shall constitute a Judgment for purposes of Labor Code section
21 2699(1)(2)-(3);

22 7. The Court retains jurisdiction over the interpretation, enforcement, and
23 implementation of the Settlement Agreement and of this Order and Judgment.

24 **IT IS SO ORDERED**

25 DATED: 07.22.21

GREGORY W. POLLACK

Honorable Gregory W. Pollack
Judge of the Superior Court