

FILED
Clerk of the Superior Court

MAY 27 2021

By: M. Garland

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

ANA ABUNDIS, ANA DELGADO, both
individuals, for the real party in interest, the
State of California

Plaintiffs,

v.

SILK SCREEN SHIRTS, INC.; and DOES 1
through 50,

Defendants.

Case No. 37-2020-00029744-CU-OE-NC

Judge: Hon. Cynthia A. Freeland
Dept.: N-27


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

Judge: Hon. Cynthia A. Freeland
Dept.: N-27
Date: May 27, 2021
Time: 8:30 a.m.
*Hearing Held Telephonically Due to COVID-19

1 Plaintiffs Ana Abundis and Ana Delgado Unopposed Ex Parte Notice and Ex Parte
2 Application for Approval of PAGA Settlement ("Unopposed Ex Parte") pursuant to the Private
3 Attorneys General Act of 2004, encoded in Cal. Labor Code section 2698 et. seq. (hereinafter
4 "PAGA") was heard in Department N-27 of the above entitled Court on MAY 27, 2021. On
5 good cause shown, this Court rules as follows: (CAF)

6 WHEREAS Plaintiffs filed the instant Lawsuit against Defendant Silk Screen Shirts, Inc. on
7 behalf of the State of California, pursuant to the PAGA, subsequent to giving written notice to the
8 California Labor and Workforce Development Agency ("LWDA") and Walmart, as required by
9 California Labor Code section 2699.3;

10 WHEREAS the operative Complaint in the Lawsuit asserts a claim for civil penalties for
11 violation of California Labor Code section 2698, *et seq.* including, but not limited to, Labor Code
12 sections 201, 202, 203, 204, 206.5, 226, 226(c), 226(a)(1)-(a)(9), 226.3, 227.3, 246, 432.5, 510,
13 and 2699 et seq.;

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

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

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

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

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

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

27 3. That the Settlement was entered into in good faith, that the Settlement is fair to
28 those affected and that Plaintiffs, by and through their Counsel, have satisfied the standards and

1 applicable requirements for approval of a settlement of a claim brought under the PAGA (Cal.
2 Labor Code § 2698 et. seq.).

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

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

6 2. The Court grants Plaintiffs' Unopposed Ex Parte.

7 3. As delineated in subdivision (i) of Labor Code section 2699, from the \$58,200.05
8 allocated to civil penalties under the PAGA, 75%, or \$43,650.04, shall be paid to the LWDA "for
9 enforcement of labor laws, including the administration of this part, and for education of employers
10 and employees about their rights and responsibilities under this code"; and the remaining 25%, or
11 \$14,550.01, shall be paid to the aggrieved employees.

12 4. All distributions shall be effectuated pursuant to the terms of the Settlement
13 Agreement.

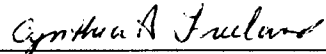
14 5. The Court hereby enters final Judgment in this case in accordance with the terms of
15 the Settlement Agreement;

16 6. This document shall constitute a Judgment for purposes of Cal. Rule of Court, Rule
17 3.769(h);

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

20 **IT IS SO ORDERED**

21 DATED: 5-27-21



Honorable Cynthia A. Freeland
Judge of the Superior Court