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FILED
Superior Court of California
County of Los Angeles

01/06/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Lim Deputy

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Attorneys for Plaintiff, MARIA QUINTANA, individually
and on behalf of other individuals similarly situated

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

MARIA QUINTANA, individually and on
behalf of other individuals similarly situated,

Plaintiff,

v.

NOVOLEX BAGCRAFT INC., a Delaware
corporation; dba WNA COMET WEST,
INC., and DOES 1 through 100, inclusive,

Defendants,

CASE NO. 20STCV22580

Assigned to Hon. William F. Highberger, Dept.
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**~~PROPOSED~~ ORDER GRANTING
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

DATE: ~~December 14, 2021~~ 1/7/22

TIME: ~~10:30 a.m.~~

DEPT.: 10

PROPOSED ORDER

Before the Court is the Motion for Approval of PAGA Settlement (the “Motion”) filed by Plaintiff Maria Quintana in the above captioned case seeking approval of the “PAGA Representative Action Settlement Agreement and Release” (“Settlement Agreement”). The Court has considered the Motion, including the declarations filed in support thereof, the relevant legal authority, and the record in this case. Having jurisdiction and venue to consider the Motion and the relief requested therein, the Court after due deliberation now makes the following FINDINGS AND ORDERS:

IT IS HEREBY ORDERED:

1. The Court grants and orders approval of the terms set forth in the Settlement. Pursuant to Labor Code § 2699(l)(2), the Court has reviewed the settlement and finds that the terms of the Settlement are fair, adequate, and reasonable, and to have been the product of serious, informed, and extensive arm’s-length negotiations among the Parties. In making this finding, the Court considers the nature of the claims, the relative strength of Plaintiff’s claims, benefits of the settlement, the allocation of settlement proceeds, and the fact that a settlement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court also finds that the LWDA has not objected to the terms of the Settlement.

2. Specifically, the Court orders approved in full the Settlement Agreement, as modified herein. The Parties are ordered to comply with and implement the Settlement Agreement according to its terms, including those provisions not expressly stated in this Order.

3. By this approval order and judgment, the Aggrieved Employees shall be deemed to have, and by operation of the judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims.

4. The Court also finds that the requested attorneys’ fees and costs, service award to the named Plaintiff, and costs of administration as set forth in the Settlement are reasonable and hereby are approved.

5. The Court shall retain continuing jurisdiction over the Parties to this action to ensure effectuation of the Settlement in accordance with the terms of the Settlement and this Order.

6. Plaintiff shall submit a copy of this Order to the LWDA within ten (10) days of entry

1 of this Order.

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3 **IT IS SO ORDERED.**

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5 DATED: 01/06/2022



A handwritten signature in black ink, reading "W. F. Highberger".

6 William F. Highberger, Judge
7 The Honorable William F. Highberger
8 Judge of the Superior Court
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