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12 **CALIFORNIA SUPERIOR COURT**
13 **IN AND FOR THE COUNTY OF SANTA CRUZ**

14 MARIO ALBERTO GARCIA
15 SAUCEDO,

16 PLAINTIFF,

17 V.

18 CORWIN & VOSKOBOYNIKOV
19 MANAGEMENT, LLC; DANIEL
20 VOSKOBOYNIKOV, AND DOES 1
21 THROUGH 50.

22 DEFENDANTS.

Case No. 20CV02190

**[Proposed] ORDER GRANTING PLAINTIFF'S
MOTION SEEKING COURT APPROVAL OF
PAGA SETTLEMENT**

Hearing Date: January 26, 2022

Time: 8:30am

Location: Department 10

23 TO ALL PARTIES WHO HAVE MADE AN APPEARANCE IN THIS MATTER:

24 Having reviewed Plaintiff MARIO ALBERTO GARCIA SAUCEDO's Motion Seeking Court
25 Approval of PAGA Settlement, the Declaration of Huy Tran and the exhibits attached thereto, the record
26 and papers submitted in this matter under seal, and the oral argument provided at the hearing, the Court
27 hereby **ORDERS** that:
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1 1. The PAGA penalties sought as part of the Settlement Agreement are approved. Plaintiff,
2 by and through his counsel, have satisfied the standards and applicable requirements for approval of the
3 settlement of a claim for penalties brought under the Private Attorney General Act (“PAGA”),
4 California Labor Code section 2698, *et seq.* The Court directs the implementation of all remaining
5 terms, conditions, and provisions with respect to the settlement of the PAGA claims of the Settlement
6 Agreement. Defendants CORWIN & VOSKOBOYNIKOV and DANIEL VOSKOBOYNIKOV shall
7 pay a non-reversionary Net Settlement Amount of \$70,000. From the Net Settlement Amount:
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- 9 a. No more than \$2500 of the Net Settlement Amount shall be paid to a third-party
10 administrator as Settlement Administration Costs;
11 b. \$28,000 of the Net Settlement Amount shall be allocated towards the reasonable fees
12 and costs incurred by Plaintiff’s counsel;
13 c. A minimum of \$9,875 shall be allocated to the Aggrieved Employees on *pro rata*
14 basis based on the number of shifts worked by Aggrieved Employees during the
15 Settlement Period (July 13, 2019 through the date upon which the Court approved of
16 this proposed PAGA settlement), divided by the total number of shifts worked by all
17 Aggrieved Employees during the Settlement Period;
18 d. A minimum of \$29,625 of the Net Settlement Amount, shall be paid to the Labor
19 Workforce and Development Agency (“LWDA”);
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22 2. The third-party administrator shall distribute the Net Settlement Payment in accordance
23 with this Order and within the time frames set forth in the Settlement Agreement. Without affecting the
24 finality of this Order or the Judgement entered thereon, the Court retains jurisdiction over the Parties, the
25 LWDA, Plaintiff and the Aggrieved Employees in this matter relating to the interpretation,
26 administration, implementation, effectuation and enforcement of the Order and Settlement Agreement.
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1 3. Judgment in this matter is hereby entered in accordance with the foregoing. This
2 Judgment shall be binding on all Aggrieved Employees and the State of California, who are hereby
3 barred by the doctrine of res judicata from re-litigating the Settled PAGA Claims, as that term is defined
4 in the Settlement Agreement.
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7 **IT IS SO ORDERED.**
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9 Dated: _____

10 Hon. _____
11 Judge of the Superior Court
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