

FILED
ENDORSED

2021 NOV 16 PM 12:05

SACRAMENTO COURTS
DEPT. #54

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

VIVIAN LY, on behalf of herself and others
similarly situated,

Plaintiff,

v.

PRIME COMMS RETAIL, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive;

Defendants.

Case No.: 34-2020-00281668

~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND
ENTERING JUDGMENT

Date: November 16, 2021

Time: 9:00 a.m.

Place: Dept. 54

Reservation No. 2591498

ORDER GRANTING PLAINTIFFS' MOTION
FOR APPROVAL OF PAGA SETTLEMENT AND
ENTERING JUDGMENT

Case No: 34-2020-00281668



1

2

4

0

1

3

5

7

2

1 Consulting, Inc., for performance of its settlement administration services.

2 7. Upon entry of this Order, all claims in the lawsuit shall be and are hereby dismissed
3 with prejudice. Moreover, the LWDA and each and every Aggrieved Employee, including Plaintiff,
4 shall be deemed and are deemed to have conclusively released and forever discharged the Releasees
5 from the Released Claims, as defined in the Settlement Agreement, and are permanently barred
6 and enjoined from the institution or prosecution of all Released Claims against the Releasees.

7 8. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an
8 admission of liability or any wrongdoing by the Releasees, nor is the Court's Order a finding of the
9 validity of any claims in the lawsuit or of any wrongdoing by the Releasees.

10 9. This Order is intended to be a final disposition of the lawsuit in its entirety and is
11 intended to be immediately appealable.

12 10. The Court shall retain jurisdiction with respect to all matters related to the
13 administration and consummation of the settlement.

14 **JUDGMENT**

15 11. The Court hereby enters final judgment in this Action in accordance with terms of
16 the Settlement Agreement and the Order Granting Plaintiffs' Motion for Approval of PAGA
17 Settlement ("Final Order"). All terms used herein shall have the same meaning as defined in the
18 Settlement Agreement.

19 12. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiffs and all
20 Aggrieved Employees, shall have by operation of the Final Order and this Judgment, fully, finally
21 and forever released, relinquished, and discharged the Releasees from the Released Claims as those
22 terms are respectively defined in the Settlement Agreement, and are forever barred and enjoined
23 from prosecuting such released claims against the Releasees.

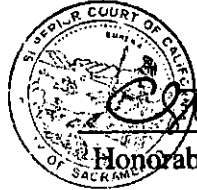
24 \\\

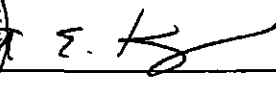
25
26 \\\

27
28 \\\

1 13. Without affecting the finality of the Final Order and/or this Judgment, pursuant to
2 California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of
3 Court, the Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiffs,
4 Aggrieved Employees, and Defendants for the purposes of supervising the implementation,
5 enforcement, construction, and interpretation of the Settlement Agreement, Final Order, and
6 Judgment.

7
8 Dated: 11-16-2021




Honorable Christopher E. Krueger