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**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

1 **ORDER**

2 WHEREAS, this action is pending before this Court as an alleged representative action under
3 the Private Attorneys General Act of 2004 (the “Action”); and

4 WHEREAS, the Court has considered the motion by Plaintiffs Vivian Ly, Wendy Maciel,
5 and Rene Palacios (“Plaintiffs”) for approval of the Parties’ settlement in accordance with the
6 Parties’ PAGA Settlement Agreement and Release (the “Settlement Agreement”). The Court
7 understands that the Settlement Agreement sets forth the terms and conditions for a proposed
8 settlement and dismissal of the Action with prejudice. Based on a review of the submissions by the
9 Parties, and good cause appearing;

10 NOW, THEREFORE, IT IS HEREBY ORDERED:

11 1. All terms used in the Settlement Agreement shall have the same meaning as defined
12 therein.

13 2. The terms of the Settlement Agreement are fair, adequate, and reasonable, and
14 therefore, are approved by the Court.

15 3. Compensation to the Labor and Workforce Development Agency (LWDA) and the
16 Settlement Group shall be effected pursuant to the terms of the Settlement Agreement.

17 4. In recognition of Plaintiffs’ release of their individual wage and hour claims, efforts
18 in pursuing this action, and having provided a broad general release of claims in the Settlement
19 Agreement, the Court hereby approves of the payment of \$10,000 to each Plaintiff, Vivian Ly,
20 Wendy Maciel, and Rene Palacios, which shall be effected in the manner set forth in the Settlement
21 Agreement.

22 5. The Court finds that the requested rates of \$795 per hour for Kevin T. Barnes, \$695
23 per hour for Gregg Lander, \$750 per hour for Leonard H. Sansanowicz, \$750 per hour for David
24 Mara, \$500 per hour for Matthew Crawford, \$750 per hour for David Yeremian, and \$575 per hour
25 for Roman Shkodnik are fair and reasonable and within the accepted rates for attorneys of similar
26 background and experience. The Court hereby approves of the payment of attorneys’ fees to
27 Plaintiffs’ Counsel in the sum of \$500,000 and costs in the sum of \$20,403.77 to be effected in the
28 manner set forth in the Settlement Agreement.

6. The Court hereby approves of the payment in the amount of up to \$30,000 to Rust

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.

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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.

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8 Dated: _____

Honorable Christopher E. Krueger