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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

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BY 
JESSICA MORALES, CLERK

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MELISSA SOTO,	)	Case No. CIVSB2114483
	)	
Plaintiff,	)	Complaint Filed: May 19, 2021
	)	
vs.	)	[PROPOSED] ORDER OF FINAL
	)	APPROVAL AND DISMISSAL WITH
GCAM, INC.; and DOES 1 to 25, inclusive,	)	PREJUDICE
	)	
Defendants.	)	Assigned for All Purposes To The Honorable
	)	David Cohn
	)	

Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"), the Motion of Plaintiff Melissa Soto ("Plaintiff") for Approval of Settlement under PAGA came before this Court on November 4, 2021 on a regularly noticed motion.

Plaintiff's Complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the letter to the Labor Workforce and Development Agency ("LWDA") dated August 27, 2020 (the "LWDA Letter"), on behalf of all current and former

[PROPOSED] ORDER OF FINAL APPROVAL AND DISMISSAL WITH PREJUDICE

BY FAX

1 non-exempt employees of Defendant GCAM, Inc. ("Defendants") from August 27, 2019 to
2 the date of this Order, inclusive.

3 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and
4 approve any settlement of any civil action filed pursuant to this part." Lab. Code § 2699(1)(2).
5 Accordingly the Court, having considered the proposed settlement set forth in the Settlement
6 Agreement, including the proposed PAGA penalties, under Labor Code § 2699(1)(2), having
7 considered the papers filed in support of the proposed settlement and the arguments of counsel, and
8 good cause appearing, HEREBY ORDERS AS FOLLOWS:

9 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

10 2. The Court finds in favor of settlement approval, and therefore approves the
11 Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of the
12 releases and other terms, as fair, just, reasonable, and adequate;

13 3. The Court finds further that Plaintiff, acting on behalf of herself and the State of
14 California, by operation of this Order and Judgment hereby releases and forever discharges
15 Defendant and the Released Parties (as defined in the Settlement Agreement) from any and all
16 PAGA Released Claims (as defined in the Settlement Agreement) including penalties asserted in
17 Plaintiff's Complaint, including any and all known and unknown claims for civil penalties under
18 the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise.

19 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
20 State of California, and shall bar any claim under PAGA brought by any person, including the
21 Aggrieved Employees, on behalf of the State of California, as to the PAGA Released Claims and
22 Released Parties.

23 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
24 Defendants are directed to make all payments required by the Settlement Agreement;

25 6. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of
26 Eighty Thousand Dollars (\$80,000.00) (the "Gross Settlement Amount"). The Gross Settlement
27 Amount is inclusive of payments to the LWDA and Aggrieved Employees, enhancement awards to
28

1 Plaintiff, Attorney's Fees and Costs, and Administration costs. No portion of the Gross Settlement
2 Amount will revert to Defendant. Plaintiff's Counsel requests an award of attorney's fees of Thirty-
3 Two Thousand Dollars (\$32,000); costs estimated at Seven Thousand Six Hundred and Fifty-Two
4 Dollars and Twenty-Two Cents \$7,652.22). The settlement administrator ILYM Group, Inc. requests
5 administration costs of Six Thousand Eight Hundred and Thirty-Five Dollars (\$6,835.00). Defendant
6 does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and
7 adequate, and approves each of these payments, and directs the Settlement Administrator to make the
8 above payments to payments from the Gross Settlement Amount as follows

9 a. ~~\$32,000.00~~ ^{\$24,666.67} in attorney's fees to David Yeremian & Associates Inc.;

10 b. ~~\$8,876.56~~ ^{\$8,867.41} in costs to David Yeremian & Associates Inc.;

11 c. \$6,835.00 in administration costs to ILYM Group, Inc.;

12 d. After deducting the foregoing payments, the estimated remainder of approximately
13 ~~\$32,288.44~~ ^{\$37,690.92} shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i),
14 the NSA will then be distributed 75 percent (approximately ~~\$24,216.33~~ ^{\$28,273.19}) to the LWDA, and the
15 remaining 25 percent (approximately ~~\$8,072.11~~ ^{\$8,417.73}) to the Aggrieved Employees on a pro rata basis, as
16 set forth in the Settlement Agreement. The Court approves these payments, and directs the Settlement
17 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice of
18 PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties as
19 set forth in the Settlement Agreement; and

20 7. The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and all
21 causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the
22 Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation,
23 enforcement, construction, administration, and interpretation of the Settlement Agreement.

24 **IT IS SO ORDERED.**

25 
26 _____
27 HON. DAVID COHN
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