

SHORTLEGAL, APC
350 10TH AVE., SUITE 1000
SAN DIEGO, CA 92101

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

SETH NORTON, Individually and on behalf
of all similarly-situated employees of
Defendants in the State of California,

Plaintiffs,

v.

CARE MEDICAL TRANSPORTATION,
INC., a California corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No.: 37-2020-00036520-CU-OE-CTL

Unlimited Civil - Amount Demanded
Exceeds \$25,000.00

IMAGED FILE

**[PROPOSED] ORDER RE JOINT
STIPULATION FOR LEAVE TO FILE A
THIRD AMENDED COMPLAINT AND FOR
COURT APPROVAL OF PAGA
SETTLEMENT**

Judge: Hon. Joel R. Wohlfeil
Dept.: C-73

Date Complaint Filed: October 13, 2020
Date FAC Filed: December 21, 2020
Date SAC Filed: April 16, 2021
Date TAC Filed: ***

The Court has considered Plaintiff Seth Norton (“Plaintiff”) and Defendant Care Medical Transportation, Inc. (“Defendant” or “CMT”) (Plaintiff and Defendant are collectively referred to hereinafter as “Parties”) Joint Stipulation for Leave to File Third Amended Complaint and for Court Approval of PAGA Settlement (“Agreement”), the submissions of counsel, and all other papers filed in this action. The matter having been submitted and good cause appearing therefore, the COURT HEREBY ORDERS:

1. Plaintiff Seth Norton is granted leave to amend and file his Third Amended Complaint attached hereto as Exhibit 2 to the PAGA Settlement Agreement.
2. The PAGA Settlement Agreement attached hereto as Exhibit 1 is APPROVED as fair, adequate and reasonable and is entered as an Order of the Court.
3. The amounts payable to PAGA Group Members as set forth in the PAGA Settlement Agreement are APPROVED as fair, adequate and reasonable and the Parties are Ordered to carry out the Notice and payment procedures as set forth in the PAGA Settlement Agreement.
4. The amounts payable to the LWDA as set forth in the PAGA Settlement Agreement are APPROVED as fair, adequate and reasonable and the Parties are Ordered to carry out payment to the LWDA as set forth in the PAGA Settlement Agreement.
5. The amounts requested as payable to Plaintiffs' counsel for attorney's fees and reimbursement of litigation costs as set forth in the PAGA Settlement Agreement are APPROVED as fair, adequate and reasonable. Plaintiff's counsel shall be entitled to the payment of 33 1/3% of the Maximum Settlement Amount as set forth in the PAGA Settlement Agreement and reimbursement of litigation costs of \$6,785.00 which will be paid to a Qualified Settlement Fund as defined under Section 468B of the Internal Revenue Code. Counsel may choose to receive attorney fees in periodic payments via a structured settlement. The Court authorizes the class administrator to execute documents and take such actions as may be necessary to effectuate any such structured settlement, at Plaintiff's Counsel's expense.
6. The amount of the PAGA Representative Enhancement payable to the named Plaintiff Seth Norton as set forth in the PAGA Settlement Agreement is APPROVED.
7. The amounts payable for claims administration are APPROVED as fair, adequate and reasonable and the Parties are Ordered to carry out the payment procedure to the Claims Administrator as set forth in the PAGA Settlement Agreement.
8. All scheduling entries in this matter are vacated.
9. The Court shall retain jurisdiction over this matter until advised that full and final performance of all terms and conditions of the Stipulation have been satisfied.

1 **IT SO ORDERED.**

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4 Dated: _____, 2022

Hon. Joel R. Wohlfeil
Judge of the California Superior Court