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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF SAN DIEGO

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

16 Plaintiffs,

17 v.

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

21 Defendants.  
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**ELECTRONICALLY RECEIVED**  
Superior Court of California,  
County of San Diego  
**03/16/2022** at 03:27:02 PM  
Clerk of the Superior Court  
By Kristin Sorianosos, Deputy Clerk

**FILED**  
Clerk of the Superior Court

APR 08 2022

By: A. Taylor, Deputy

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

Unlimited Civil - Amount Demanded  
Exceeds \$25,000.00

**~~PROPOSED~~ ORDER APPROVING PAGA  
SETTLEMENT AGREEMENT AND  
GRANTING JUDGMENT THEREON**

Hearing Date: April 8, 2022  
Hearing Time: 9:00 a.m.  
Judge: Joel R. Wohlfeil  
Dept.: C-73

**ORDER APPROVING SETTLEMENT OF PAGA PENALTIES AND GRANTING  
JUDGMENT THEREON**

This matter came before the Court for a hearing on the Motion for Court Approval of the Parties' PAGA Settlement (the "Motion") on April 8, 2022 at Dept.: C-73, Hon. Joel R. Wohlfeil presiding. GOOD CAUSE having been shown, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. Pursuant to Labor Code § 2699(1)(2), the Court has reviewed the Parties' PAGA Settlement Agreement ("Settlement") and the concurrently-filed motion seeking approval and papers submitted in support of the motion and grants approval of the Settlement. The Court approves and incorporates by reference all terms and conditions of the Settlement. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined by the Settlement.

2. The Court finds the Settlement is fair, adequate and reasonable and is entitled to judicial approval under the requirements for approval of a settlement under the California Labor Code Private Attorneys' General Act. The Court further finds that notice of the Settlement was properly provided to the California Labor and Workforce Development Agency ("LWDA"). The Court also finds that the LWDA has not objected to, and is deemed to have approved of, the terms of the Settlement. The Court further finds that no other objection to the settlement has been received by the Court.

3. Pursuant to the terms of the Settlement, the Plaintiff, all Aggrieved Employees, and the State of California waive and forever discharge the Released Parties from the Released Claims. See *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 986.

4. Pursuant to the terms of the Settlement, Plaintiffs' PAGA actions and claims are hereby dismissed without prejudice.

1           5. Judgment in this matter is entered in accordance with the terms of this Order and the  
2 Settlement, and this Action is hereby dismissed with prejudice. This Judgment shall be binding on the  
3 Plaintiff, all Aggrieved Employees and the State of California.

4           6. The Court directs the parties, their counsel, and the Settlement Administrator to take all  
5 steps necessary to implement and consummate the terms, conditions, and provisions of the Settlement.

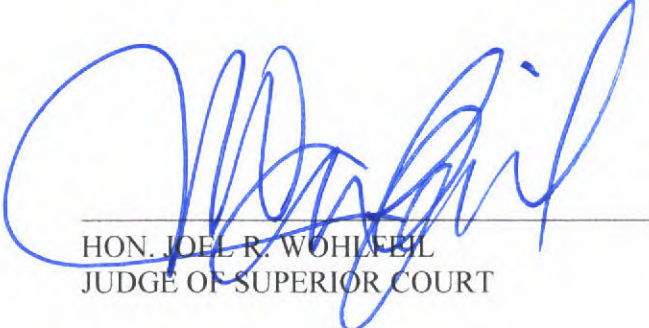
6           7. Neither this Order and Judgment, the Settlement, any document referred to herein, any  
7 exhibit to any document referred to herein, any action taken to carry out the settlement, nor any  
8 negotiations or proceedings related to the settlement are to be construed as, or deemed to be evidence  
9 of, or an admission or concession with regard to, the denials or defenses of Defendant (or any settling  
10 party), and shall not be offered in evidence in any proceeding against the Parties hereto in any Court,  
11 administrative agency, or other tribunal for any purpose whatsoever other than to enforce the  
12 provisions of the Order and Judgment.

13           8. Without affecting the finality of the Judgment, the Court shall retain exclusive and  
14 continuing jurisdiction over the above-captioned action and the parties for purposes of enforcing the  
15 terms of the PAGA settlement.

16           9. Except as otherwise provided by the Settlement, each side shall bear their own attorneys'  
17 fees and costs.

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19 **IT IS SO ORDERED.**

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21 Date: 4-8-22

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23 HON. JOEL R. WOHLFIEL  
24 JUDGE OF SUPERIOR COURT  
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