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7 Attorneys for Plaintiff Jonathan Martinez, on behalf of himself and all "aggrieved employees"
pursuant to Labor Code § 2698 et seq.

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN DIEGO**

11 JONATHAN MARTINEZ, on behalf of
12 himself and all "aggrieved employees"
13 pursuant to Labor Code § 2698 et seq.,

14 Plaintiffs,

15 v.

16 DEL RIO CARE, LLC, a California limited
liability company, dba CLOISTERS OF THE
17 VALLEY ASSISTED LIVING, and DOES 1
through 10, inclusive,

18 Defendants.

CASE NO: 37-2020-00043638-CU-OE-CTL

Assigned to Judge Ronald F. Frazier, Dept. C-65

**[AMENDED PROPOSED] ORDER
APPROVING SETTLEMENT OF CLAIMS
BROUGHT PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AND AWARDING ATTORNEYS' FEES,
COSTS, AND REIMBURSEMENT OF
SETTLEMENT ADMINISTRATION
EXPENSES**

*[Concurrently filed with Motion for an Order
Approving Settlement and Declaration of Daniel
F. Gaines]*

Date: May 27, 2022

Time: 8:30 a.m.

Dept.: C-65

Complaint Filed: November 30, 2020

1 Plaintiff Jonathan Martinez's ("Plaintiff") Unopposed Motion for an Order: (1) granting
2 approval of the proposed settlement of claims brought pursuant to the Private Attorneys General
3 Act of 2004 (Cal. Labor Code § 2698 et seq.) set forth in the parties' Private Attorneys General Act
4 (Labor Code Section 2698 et seq.) Settlement Agreement and Release (the "Settlement" or
5 "Settlement Agreement"); (2) appointing ILYM Group, Inc. and approving payment of its fees not
6 to exceed \$5,000 from the Total Monetary Settlement Amount; (3) directing disbursement of the
7 Total Monetary Settlement Amount pursuant to the terms of the Settlement Agreement; and (4)
8 directing payment of attorneys' fees and litigation costs from the Total Monetary Settlement
9 Amount in the amount of \$9,746.37 to Plaintiff's counsel came on for hearing before this Court in
10 Department C-65, the Honorable Ronald F. Frazier presiding, on May 27, 2022 at 8:30 a.m..
11 Appearances were noted on the record.

12 Having reviewed the Settlement Agreement and duly considered the parties' papers and oral
13 argument, and good cause appearing,

14 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

15 1. All terms used herein shall have the same meaning as defined in the Settlement
16 Agreement, which is attached hereto as Exhibit 1.

17 2. This Court has jurisdiction over the claims of the Aggrieved Employees and the
18 State of California asserted in this proceeding and over all parties to the Action.

19 3. The Court finds that the Settlement was entered into in good faith, that the
20 Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and
21 applicable requirements for approval of PAGA representative actions under California law. The
22 Court finds that the Total Monetary Settlement Amount of \$25,000 represents a fair compromise
23 of the claims alleged in the Action, considering the maximum potential value of the claims asserted
24 and the risks inherent in further litigation.

25 4. The Court has considered the authorities and evidence presented by Plaintiff and
26 based thereon hereby approves the following awards from the Total Monetary Settlement Amount:

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28 ///

1 a. To Plaintiff's counsel, Gaines & Gaines, APLC, an award of \$8,750 in
2 attorneys' fees and \$996.37 in reimbursement of litigation costs. The Court finds that these
3 amounts are fair and reasonable and commensurate with applicable California law.

4 b. To ILYM Group, Inc., the Settlement Administrator, a payment of up to
5 \$5,000 to administer the Settlement through its conclusion, including disbursement of the
6 Total Monetary Settlement Amount and all tax reporting associated therewith.

7 5. The amount remaining of the Total Monetary Settlement Amount following these
8 deductions is approximately \$10,250.63, which shall be distributed 75% to the Labor and
9 Workforce Development Agency and 25% to the Aggrieved Employees.

10 6. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement
11 based on the provisions and timelines set forth in the Settlement Agreement.

12 7. The court sets a compliance hearing for December 22, 2022 at 8:30 a.m. The
13 settlement administrator's report is to be filed by Plaintiff on or before December 12, 2022. The
14 report is to include the costs actually incurred to administer the settlement.

15 **IT IS SO ORDERED.**

16 Dated: 6-7-22



HON. RONALD F. FRAZIER
JUDGE OF THE SUPERIOR COURT

19 **Approved as to Form:**

20 Dated: May 27, 2022

21 For Plaintiff:

22 GAINES & GAINES, APLC

23 By:

Alex P. Katofsky, Esq.

24 For Defendant:

25 TENCER SHERMAN, LLP

26 By:

27 Sam Sherman, Esq.

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_____ (For messenger) my business address is:

**Sam G. Sherman, Esq.
Corrin M. Johnson, Esq.
TENCERSHERMAN, LLP
12520 High Bluff Drive, Suite 240
San Diego, CA 92130**

Executed on May 31, 2022, at Westlake Village, California.


JEREMY REYES