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10 Attorneys for Plaintiff MARIA CASTILLO-RODRIGUEZ,  
on behalf of herself and others similarly situated

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 FOR THE COUNTY OF LOS ANGELES

13 MARIA CASTILLO-RODRIGUEZ, an  
individual on behalf of herself and all others  
14 similarly situated,

15 Plaintiff,

16 vs.

17 HR OUTSOURCING ASSOCIATES, LLC,  
a Delaware limited liability company;  
18 CALIFORNIA DISTRIBUTION CENTER,  
a business entity of unknown form; and  
19 DOES 1 through 50, inclusive,

20 Defendants.  
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Case No.: 20STCV44138

REPRESENTATIVE ACTION

Assigned for All Purposes To:  
Hon. Robert Broadbelt  
Dept.: 53

**[PROPOSED] ORDER APPROVING THE  
PARTIES' PAGA SETTLEMENT  
AGREEMENT AND JUDGMENT**

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1 Associates, Inc., and Sahag Majarian II of the law firm Law Offices of Sahag Majarian II as  
2 PAGA Counsel.

3 f) The Court finds that the fees requested by PAGA Counsel of thirty five percent (35%)  
4 of the total settlement amount of One Hundred Sixty Two Thousand Five Hundred Seventy  
5 Dollars and Zero Cents (\$162,570.00), which is Fifty Six Thousand Eight Hundred Ninety Nine  
6 Dollars and Fifty Cents (\$56,899.50) is reasonable and the costs requested of Six Thousand  
7 Four Hundred Fifty Seven Dollars and Forty Four Cents (\$6,457.44) as reasonable and  
8 necessary for the prosecution of this action. The Court hereby awards attorneys' fees in the  
9 amount of \$\_\_\_\_\_ and costs in the amount of \$\_\_\_\_\_ to PAGA Counsel  
10 for their attorneys' fees and costs. The payment of fees and costs to PAGA Counsel shall be  
11 made in accordance with the terms of the Settlement.

12 g) The Court finds that the Administration costs of Six Thousand Dollars and Zero Cents  
13 (\$6,000.00) is reasonable and the Court hereby awards administrator costs in the amount of  
14 \$\_\_\_\_\_ to CPT Group, Inc.

15 h) The Court finds that the enhancement award of Five Thousand Dollars and Zero  
16 Cents (\$5,000.00) to Plaintiff is reasonable. The Court hereby awards an enhancement award of  
17 \$\_\_\_\_\_ to Plaintiff.

18 i) The Court further orders, adjudges and decrees that upon the Effective Date, the  
19 LWDA and PAGA Employees, including Plaintiff, fully release and forever discharge  
20 California Distribution Center ("Defendant"), and its past, present and/or future, direct and/or  
21 indirect, officers, directors, members, managers, employees, agents, representatives, attorneys,  
22 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,  
23 affiliates, divisions, predecessors, successors, assigns, and joint venturers ("Released Parties")  
24 from any and all PAGA claim for violations of Labor Code §§ 201, 202, 204, 226(a), 226.7,  
25 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802 as well as the  
26 applicable provisions of the Industrial Wage Orders and for any other PAGA violations that  
27 could have been asserted in the action based on the factual assertions and legal assertions in the  
28 Complaint. ("Released Claims"). The settlement does not impact Aggrieved Employees ability

1 to assert Labor Code claims other than PAGA claims.

2 j) The Court further orders, adjudges and decrees that upon the Effective Date, Plaintiff,  
3 on behalf of herself and her heirs, representatives, attorneys, executors, administrators,  
4 successors, relatives, and assigns releases Defendant and any of and its past, present and/or  
5 future, direct and/or indirect, officers, directors, members, managers, employees, agents,  
6 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent  
7 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint  
8 venturers from any and all causes of action, obligations, costs, expenses, damages, claims,  
9 liabilities, benefits, attorneys' fees, and costs actually incurred, of whatever character, in law or  
10 in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind  
11 whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence,  
12 or non occurrence from the beginning of time to the date of execution hereof, including but not  
13 limited to any claims or causes of action arising out of Plaintiff's employment with any of the  
14 Released Parties.

15 k) The Court shall have and retain continuing jurisdiction over this action and the Parties  
16 including after the entry of this Order, to the fullest extent necessary to interpret, enforce and  
17 effectuate the terms and intent of the Settlement and this Order.

18 **IT IS SO ORDERED.**

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21 **Dated:** \_\_\_\_\_

22 **HONORABLE ROBERT BROADBELT**  
23 **JUDGE OF THE SUPERIOR COURT**  
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