

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
Website: www.zakaylaw.com

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
10/13/2021 at 12:08:00 PM
Clerk of the Superior Court
By Richard Day, Deputy Clerk

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

TREVOR WIPF, an individual, on behalf of
the State of California,

Plaintiff,

v.

ASI HASTINGS, INC., a California
Corporation, and DOES 1-50, Inclusive,

Defendants.

Case No: 37-2020-00043643-CU-OE-CTL

**~~PROPOSED~~ ORDER APPROVING
PAGA SETTLEMENT AND
JUDGMENT**

Hearing Date: September 24, 2021
Hearing Time: 10:30am

Honorable Judge John S. Meyer
Department 64

Trial Date: Not Set
Action Filed: November 30, 2020

1 Plaintiff Trevor Wipf (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
2 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant
3 to California Labor Code § 2699(l), against Defendants, ASI Hastings, Inc. (“Defendant”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
5 in this action and is authorized to act as private attorney generals with respect to the PAGA claims
6 being released under the terms of the Settlement Agreement and Limited Release (“Settlement
7 Agreement”). The California Labor Workforce Development Agency was provided with notice of
8 the settlement and the motion for approval of the settlement via its online process and no
9 objection has been received to the settlement or the motion from the Labor Workforce
10 Development Agency. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and
11 the Settlement Sum to be paid as part of the settlement as set forth in the Settlement Agreement
12 which was filed with the Court. The settlement provides for a Settlement Sum in the total sum of
13 \$185,000, which includes the Net PAGA Payment, Plaintiff’s Counsel attorneys’ fees in the
14 amount of \$61,666.66, Plaintiffs’ Counsel litigation expenses in the amount of \$6,085.91, and a
15 Settlement Administrator Fee in an amount not to exceed \$3,500. The Net PAGA Payment is the
16 amount remaining from the Settlement Sum after the deduction of the Settlement Administration
17 Fee, Plaintiff’s Counsel’s Fee Amount and Plaintiff’s Counsels’ Cost Amount. The Settlement
18 Administrator will be Simpluris. The Court approved the Settlement Sum and the distributions of
19 the Settlement Sum as set forth above.

20 The Court, having reviewed the evidence and papers submitted and argument of counsel,
21 pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Parties’ motion and approves the
22 PAGA settlement as set forth in the Settlement Agreement and the Settlement Sum, which shall
23 be allocated and paid out as set forth in the Settlement Agreement.

24 The “Aggrieved Employees” are defined as “all of Defendant’s current and former non-
25 exempt employees employed in California between September 7, 2019 and March 8, 2021.”
26 Upon entry of this Order and Judgment, the Released Parties shall be entitled to a release from
27 any and all claims for civil penalties under PAGA, of whatever kind or nature, whether known or
28 unknown, arising during the PAGA Period, based on the facts alleged in the operative complaint,

1 as well as Plaintiffs' notice letters to the LWDA, and any resulting claim for attorneys' fees and
2 costs under PAGA, which occurred during the PAGA Period ("Released Claims"). For clarity, the
3 Released Claims shall exclude the release by Aggrieved Employees of individual claims for
4 wrongful termination, discrimination, unemployment insurance, disability, workers'
5 compensations, and claims outside of the PAGA Period.

6 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
7 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement,
8 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
9 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
10 the distribution of settlement benefits.

11 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
12 **ENTERED ACCORDINGLY.**

13
14 DATED: 10/13, 2021



15
16
17 THE HONORABLE JOHN S. MEYER
18 JUDGE OF THE SUPERIOR COURT
19
20
21
22
23
24
25
26
27
28

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com

Attorney for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY SAN DIEGO

TREVOR WIPF, an individual, on behalf
of the State of California,

Plaintiff,

v.

ASI HASTINGS, INC., a California
Corporation, and DOES 1-50, Inclusive,

Defendants.

Case No: 37-2020-00043643-CU-OE-CTL

PROOF OF SERVICE

DECLARATION OF SERVICE

I, Natalia Michele, declare:

I am over the age of eighteen years and not a party to the case. I am employed in the County of San Diego, State of California, where the mailing occurred; and my business address is 3990 Old Town Ave., Suite C204, San Diego, California 92110.

On the date specified below, I served the following documents as described below:

• **[PROPOSED] ORDER APPROVING PAGA SETTLEMENT AND JUDGMENT**

[] **BY MAIL** - I deposited such envelope in the mail at San Diego, California. The envelope was mailed with sufficient postage thereon. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with sufficient postage thereon at San Diego, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or

postage meter date is more than one (1) day after date of deposit for mailing affidavit.
Served to the following parties via U.S. Postal Service:

☐ **BY PERSONAL SERVICE** - I caused such envelope to be delivered by a process server employed by _____.

☐ **VIA FACSIMILE** - I faxed said document, to the office(s) of the addresses shown on the attached Service List and the transmission was reported as complete and without error.

☒ **(BY ELECTRONIC TRANSMISSION** - I transmitted a PDF version of this document by electronic mail to the party(s) identified at the email address listed on the attached service list:

Michael J. O'Connor
Atkinson, Andelson, Loya, Ruud & Romo
4275 Executive Square, Suite 700
La Jolla, California 92037
Michael.O'Connor@aalrr.com

☐ **BY OVERNIGHT DELIVERY** - I deposited such envelope for collection and delivery by FedEx with delivery fees paid or provided for in accordance with ordinary business practices. I am "readily familiar" with the firm's practice of collection and processing packages for overnight delivery by FedEx. They are deposited with a facility regularly maintained by FedEx for receipt on the same day in the ordinary course of business.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ **(FEDERAL)** I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 28, 2021, at San Diego, California

By: Natalia Michele

Natalia Michele