

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

WEBBER LAW GROUP
Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
333 University Ave, Suite 200
Sacramento, California 95825
Telephone: (916) 588-0683

Attorneys for Plaintiff and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

MICHAEL GIBSON, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

SOUTHWEST TRADERS
INCORPORATED, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2020-10620

(Assigned to the Honorable Erin Guy Castillo,
Dept. 10B)

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT PURSUANT TO
THE PRIVATE ATTORNEY GENERAL ACT
AND JUDGMENT THEREON**

Date: September 27, 2022;
September 28, 2022;
September 29, 2022;
September 30, 2022; or
October 3, 2022

Time: 9:00 a.m.
Dept.: 10B

1 **[PROPOSED] ORDER**

2 Plaintiff Michael Gibson's ("Plaintiff") Motion for an Order to Approve Settlement
3 Agreement Pursuant to the Private Attorneys General Act, Labor Code § 2698 *et seq.* came on
4 regularly for hearing. Appearing at the hearing were Larry W. Lee and Max W. Gavron of
5 Diversity Law Group, and Christopher W. Olmsted and Jennifer P. Suberlak of Ogletree,
6 Deakins, Nash, Smoak & Steward for Defendant Southwest Traders Incorporated ("Defendant")
7 (Plaintiff and Defendant collectively, the "Parties").

8 The Court has considered the Settlement Agreement and all other papers filed in this
9 action.

10 NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

11 1. Plaintiff's Motion to Approve Settlement Agreement Pursuant to the Private
12 Attorneys General Act, Labor Code § 2698 *et seq.* is granted. The Court finds that the Settlement
13 is fundamentally fair, reasonable, and adequate, and consistent with the purpose of PAGA; that
14 Plaintiff has fairly and adequately protected the interests of the members of the PAGA
15 Representative Group; and that Plaintiff's Counsel are qualified to serve as counsel for the
16 Plaintiff in his individual and representative capacity and for the aggrieved employees.

17 2. The Parties are hereby ordered to carry out the terms of the Settlement Agreement.
18 Defendant is hereby ordered to: (1) deposit the first installment of \$26,666.67 within seven (7)
19 calendar days after the Court grants Plaintiff's Motion for Approval; and (2) every month
20 thereafter until the Gross Settlement Amount is fully funded.

21 3. Pursuant to Labor Code § 2699(i) and within thirty (30) calendars of receiving the
22 final payment of the Gross Settlement Amount, the Settlement Administrator shall distribute the
23 Gross Settlement Amount, as follows:

- 24 • \$168,000.00 to Plaintiff's counsel as Attorneys' Fees;
- 25 • \$8,671.24 to Plaintiff's counsel as Costs;
- 26 • \$7,500.00 to the Settlement Administrator;
- 27 • \$10,000.00 to Plaintiff as the enhancement award;

- The remainder, or the PAGA Penalty Fund, after the above deductions shall be distributed 75% to the Labor Workforce Development Agency and 25% to the Aggrieved Employees based on the formula set forth in the Settlement Agreement.

4. The Court hereby grants approval of the Settlement in accordance with the terms of the Settlement and this Order. Without affecting the finality of the Settlement or Judgment entered separately, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties for purposes of enforcing and interpreting this Order and the Settlement.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

Honorable Erin Guy Castillo
Judge of the Superior Court of California

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