

FILED
Clerk of the Superior Court

AUG 19 2022

By: R. Willis

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

RAUL NUNEZ, an individual, for the real party
in interest, the State of California,

Plaintiff,

v.

JRE LOGISTICS LLC; and DOES 1 through
50,

Defendants.

Case No. 37-2021-00005381-CU-OE-CTL

Judge: Hon. Timothy Taylor
Dept.: C-72

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Judge: Hon. Timothy Taylor
Dept.: C-72
Date: August 19, 2022
Time: 1:30 p.m.

1 Plaintiff RAUL NUNEZ's Unopposed Motion for Approval of PAGA Settlement pursuant
2 to the Private Attorneys General Act of 2004, encoded in Cal. Labor Code section 2698 et. seq.
3 (hereinafter "PAGA") was heard in Department C-72 of the above entitled Court on
4 _____. On good cause shown, this Court rules as follows:

5 WHEREAS Plaintiff filed the instant Lawsuit against Defendant JRE LOGISTICS LLC on
6 behalf of the State of California, pursuant to the PAGA, subsequent to giving written notice to the
7 California Labor and Workforce Development Agency ("LWDA") and Defendant as required by
8 California Labor Code section 2699.3;

9 WHEREAS the operative Complaint in this case asserts representative claims for civil
10 penalties under the PAGA for (1) violation of Labor Code section 246; (2) violation of Labor Code
11 sections 510 and 1194; (3) violation of Labor Code section 226(a)(1); (4) violation of Labor Code
12 section 226(a)(5); (5) violation of Labor Code section 226(a)(2); (6) violation of Labor Code
13 section 226(a)(9); (7) violation of Labor Code section 226(a); (8) violation of Labor Code section
14 512, 226.7, and the IWC Wage Order; (9) violation of section 226.7; (10) violation of Labor Code
15 section 204; and (11) violation of Labor Code sections 201, 202, and 203;

16 WHEREAS the Parties desire to settle the Lawsuit solely for the purpose of avoiding the
17 burden, time, expense and uncertainty of continuing litigation, and for the purpose of putting to rest
18 the controversies engendered by the Lawsuit;

19 WHEREAS California Labor Code section 2699(1)(2) states that "[t]he superior court shall
20 review and approve any settlement of any civil action filed pursuant to [PAGA]; and

21 WHEREAS the Court has reviewed and considered (1) the proposed Settlement Agreement,
22 (2) the notice and motion, (3) the declarations submitted in support thereof, and (4) the exhibit(s)
23 attached to the declarations submitted therewith.

24 Based thereon, the Court **HEREBY MAKES THE FOLLOWING FINDINGS:**

25 1. That all terms used herein shall have the same meaning as defined in the Settlement
26 Agreement.

27 2. That this Court has jurisdiction over the subject matter of the Lawsuit and over all
28 Parties to the Lawsuit.

1 3. That the Settlement was entered into in good faith, that the Settlement is fair to those
2 affected and that Plaintiff, by and through her Counsel, has satisfied the standards and applicable
3 requirements for approval of a settlement of a claim brought under the PAGA (Cal. Labor Code §
4 2698 et. seq.).

5 **GOOD CAUSE APPEARING, it is HEREBY ORDERED THAT:**

6 1. The terms of the Settlement Agreement are fair to those affected, and therefore, are
7 approved by the Court.

8 2. The Court grants Plaintiff's Unopposed Motion for Approval of PAGA Settlement.

9 3. From the \$140,000 gross settlement, \$10,505.93 is to be allocated towards litigation
10 costs, \$46,666.67 is allocated towards attorneys' fees, \$4,250 is allocated towards the Settlement
11 Administrator's costs, and \$78,577.40 is allocated towards civil penalties under the PAGA.

12 4. As delineated in subdivision (i) of Labor Code section 2699, from the **\$78,577.40**
13 allocated to civil penalties under the PAGA, 75%, or **\$58,933.05**, shall be paid to the LWDA "for
14 enforcement of labor laws, including the administration of this part, and for education of employers
15 and employees about their rights and responsibilities under this code"; and the remaining 25%, or
16 **\$19,644.35**, shall be paid to the aggrieved employees.

17 5. All distributions shall be effectuated pursuant to the terms in the Settlement
18 Agreement.

19 6. The Court hereby enters final Judgment in this case in accordance with the terms of the
20 Settlement Agreement;

21 7. This document shall constitute a Judgment for purposes of Labor Code section
22 2699(1)(2)-(3); and

23 8. The Court retains jurisdiction over the interpretation, enforcement, and implementation
24 of the Settlement Agreement and of this Order and Judgment.

25 **IT IS SO ORDERED**

26 DATED: **8/19/22**


Honorable Timothy Taylor
Judge of the Superior Court