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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

DAISY SOLANO, on behalf of herself
and all others similarly situated, and on
behalf of the general public,

Plaintiff,

v.

GOODWILL SERVING THE
PEOPLE OF SOUTHERN LOS
ANGELES COUNTY, and DOES 1
through 100, inclusive,

Defendant.

Case No.: 21STCV19280

**[PROPOSED] ORDER GRANTING
PLAINTIFF DAISY SOLANO'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

Date: June 7, 2022
Time: 8:30 a.m.
Dept: 73
Judge: Hon. Ann I. Jones

1 **ORDER**

2 WHEREAS, this action is pending before this Court as an alleged representative action
3 under the Private Attorneys General Act of 2004 (the “Action”); and

4 WHEREAS, the Court has considered the motion by Plaintiff Daisy Solano (“Plaintiff”)
5 for approval of the Parties’ settlement in accordance with the Parties’ Joint Stipulation and
6 Settlement Agreement (the “Settlement Agreement”). The Court understands that the Settlement
7 Agreement sets forth the terms and conditions for a proposed settlement and dismissal of the
8 Action with prejudice. Based on a review of the submissions by the Parties, and good cause
9 appearing;

10 NOW, THEREFORE, IT IS HEREBY ORDERED:

11 1. All terms used in the Settlement Agreement shall have the same meaning as defined
12 therein.

13 2. The terms of the Settlement Agreement are fair, adequate, and reasonable, and
14 therefore, are approved by the Court.

15 3. Compensation to the Labor and Workforce Development Agency (LWDA) and the
16 Aggrieved Employees shall be affected pursuant to the terms of the Settlement Agreement. The
17 Aggrieved Employees are defined as all non-exempt, hourly managers and assistant managers
18 who worked in California for Defendant during the PAGA Period. The PAGA Period is February
19 23, 2020 through the date of this Order.

20 4. In recognition of Plaintiff’s release of her individual wage and hour claims, efforts
21 in pursuing this action, and having provided a broad general release of claims in the Settlement
22 Agreement, the Court hereby approves of the payment of \$10,000 to Plaintiff Daisy Solano which
23 shall be affected in the manner set forth in the Settlement Agreement.

24 5. The Court hereby approves of the payment of attorneys’ fees to Plaintiff’s Counsel
25 in the sum of \$68,326.50 and costs in the sum of \$11,809.96 to be affected in the manner set forth
26 in the Settlement Agreement.

27 6. The Court hereby approves of the payment in the amount of \$2,995 to Phoenix
28 Class Action Administration Solutions, for performance of its settlement administration services.

7. Upon entry of this Order, all claims in the lawsuit shall be and are hereby dismissed

1 with prejudice. Moreover, the LWDA and each and every Aggrieved Employee, including
2 Plaintiff, shall be deemed and are deemed to have conclusively released and forever discharged
3 the Releasees from the Released Claims, as defined in the Settlement Agreement, and are
4 permanently barred and enjoined from the institution or prosecution of all Released Claims
5 against the Releasees.

6 8. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an
7 admission of liability or any wrongdoing by the Releasees, nor is the Court's Order a finding of
8 the validity of any claims in the lawsuit or of any wrongdoing by the Releasees.

9 9. This Order is intended to be a final disposition of the lawsuit in its entirety and is
10 intended to be immediately appealable.

11 10. The Court shall retain jurisdiction with respect to all matters related to the
12 administration and consummation of the settlement.

13 **JUDGMENT**

14 11. The Court hereby enters final judgment in this Action in accordance with terms of
15 the Settlement Agreement and the Order Granting Plaintiff's Motion for Approval of PAGA
16 Settlement ("Final Order"). All terms used herein shall have the same meaning as defined in the
17 Settlement Agreement.

18 12. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff and all
19 Aggrieved Employees, shall have by operation of the Final Order and this Judgment, fully, finally
20 and forever released, relinquished, and discharged the Releasees from the Released Claims as
21 those terms are respectively defined in the Settlement Agreement, and are forever barred and
22 enjoined from prosecuting such released claims against the Releasees.

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1 13. Without affecting the finality of the Final Order and/or this Judgment, pursuant to
2 California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of
3 Court, the Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiff,
4 Aggrieved Employees, and Defendant for the purposes of supervising the implementation,
5 enforcement, construction, and interpretation of the Settlement Agreement, Final Order, and
6 Judgment.

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8 Dated: _____

Honorable Ann I. Jones