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FILED
Superior Court of California
County of Los Angeles

03/08/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Carino Deputy

**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~~ AMENDED ORDER
GRANTING PLAINTIFF DAISY
SOLANO'S MOTION FOR APPROVAL OF
PAGA SETTLEMENT**

Date: March 15, 2023

Time: 8:30 a.m.

Dept: 73

Judge: ~~Hon. Ann L. Jones~~

Timothy Patrick Dillon

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WHEREAS, the Court has considered the motion by Plaintiff Daisy Solano (“Plaintiff”) for approval of the Parties’ settlement in accordance with the Parties’ Joint Stipulation and Settlement Agreement (the “Settlement Agreement”) and granted settlement approval on June 7, 2022. The Court understands that the Settlement Agreement sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice. The disbursement process is now complete and the Court has received and reviewed the Declaration of Yami Burns With Respect to Disbursement of PAGA Settlement Funds. Based on a review of the submissions by the Parties, and good cause appearing;

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

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

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

1 in the Settlement Agreement. The Settlement Administrator made these payments to Plaintiff's
2 Counsel in accordance with the Court's Order Granting Plaintiff Daisy Solano's Motion for
3 Approval of PAGA Settlement.

4 6. The Court hereby approves of the payment in the amount of \$2,995 to Phoenix
5 Class Action Administration Solutions, for performance of its settlement administration services.
6 The Settlement Administrator made this payment in accordance with the Court's Order Granting
7 Plaintiff Daisy Solano's Motion for Approval of PAGA Settlement.

8 7. Pursuant to the terms of the Settlement, on August 23, 2022, the Settlement
9 Administrator issued a payment to the LWDA in the amount of \$83,901.41.

10 8. Pursuant to the terms of the Settlement, on August 23, 2022, the Settlement
11 Administrator issued and mailed checks to each of the 148 Aggrieved Employees. These checks
12 were issued to void one hundred and eighty (180) days after the date of issue, which was February
13 19, 2023.

14 9. There are currently thirty-five (35) checks, totaling \$2,533.71, that remain
15 uncashed. The Settlement provides that funds from uncashed checks be tendered to Legal Aid at
16 Work. The Court hereby orders that the funds from uncashed checks be tendered to Legal Aid at
17 Work within five (5) business days of this Amended Order.

18 10. Upon entry of this Order, all claims in the lawsuit shall be and are hereby dismissed
19 with prejudice. Moreover, the LWDA and each and every Aggrieved Employee, including
20 Plaintiff, shall be deemed and are deemed to have conclusively released and forever discharged
21 the Releasees from the Released Claims, as defined in the Settlement Agreement, and are
22 permanently barred and enjoined from the institution or prosecution of all Released Claims
23 against the Releasees.

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

27 12. This Order is intended to be a final disposition of the lawsuit in its entirety and is
28 intended to be immediately appealable.

13. The Court shall retain jurisdiction with respect to all matters related to the

1 administration and consummation of the settlement.

2 **JUDGMENT**

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

7 15. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff and all
8 Aggrieved Employees, shall have by operation of the Final Order and this Judgment, fully, finally
9 and forever released, relinquished, and discharged the Releasees from the Released Claims as
10 those terms are respectively defined in the Settlement Agreement, and are forever barred and
11 enjoined from prosecuting such released claims against the Releasees.

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

18 Dated: 03/08/2023



19 

~~Honorable Ann I. Jones~~

20 Timothy Patrick Dillon / Judge