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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 24 2023

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BY 
JESSICA MORALES, DEPUTY

10 Attorneys for Plaintiffs
11 ESPERANZA SOLIS and SHAMU MAUGA, individually and on
behalf of all aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN BERNARDINO**

14
15 ESPERANZA SOLIS, on behalf of herself and
16 other similarly situated non-exempt former and
current employees,

17 Plaintiffs,

18 vs.

19 TIRECO, INC., a California corporation; and
DOES 1 through 100, inclusive,

20 Defendants.
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Case No. CIVSB2121647

ASSIGNED FOR ALL PURPOSES TO
HON. DAVID COHN, DEPT. S-26

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT**

[Filed concurrently with Plaintiffs' Notice of
Motion and Motion for Approval of PAGA
Settlement; Declarations of Mikael H. Stahle,
Espranza Solis, and Shamu Mauga]

Date: December 30, 2022
Time: 10:00 a.m.
Dept.: S-26

Action Filed: July 26, 2021
Trial Date: None Set

[PROPOSED] ORDER AND JUDGMENT

This matter came on for hearing on December 30, 2022 at 10:00 a.m. in Department S-26 of the above-captioned Court on plaintiffs' Esperanza Solis ("Solis") and Shamu Mauga ("Mauga") (collectively, "Plaintiffs") unopposed motion for final approval of a settlement agreement pursuant to the California Labor Code Private Attorneys General Act ("PAGA") (the "Settlement").

Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiffs, and the evidence and arguments received by the Court, the Court grants approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

1. Except as otherwise defined in this Order and Judgment ("Order"), all capitalized terms have the same meaning as defined in the Settlement Agreement.

2. The California Labor Workforce and Development Agency ("LWDA") has been provided notice of the Settlement in accordance with PAGA, California Labor Code §§ 2699(1)(2) and (1)(4). In particular, on the date Plaintiffs filed their motion seeking approval of the Settlement with the Court, they submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Plaintiffs' notice of the Settlement to the LWDA complied with the notice requirements of PAGA.

3. The Court confirms approval of the Settlement as to Representative Plaintiffs, the Aggrieved Employees, and the State of California.

4. The Court has jurisdiction over the subject matter of this litigation, over all Aggrieved Employees, and over those persons undertaking affirmative obligations under the Settlement.

5. The Settlement Agreement is approved pursuant to Labor Code § 2699(1)(2).

6. The PAGA Settlement Notice to Aggrieved Employees, attached as Exhibit 2 to the Settlement Agreement, fairly and adequately describes the Action, the approved Settlement, and is the best notice practicable under the circumstances.

7. The Court finds that each Aggrieved Employee and the State of California, in

1 accordance with the Settlement, releases all Released Claims against the Released Parties.

2 8. The Gross Settlement Amount, PAGA Payment Fund, and the methodology used to
3 calculate the LWDA Payment and PAGA Aggrieved Employee Payment (which is comprised of
4 the Individual PAGA Payments), in accordance with the Settlement is approved.

5 9. The Court approves ILYM Group, Inc. to act as the Settlement Administrator. The
6 Court awards the Settlement Administrator in this Action its actual fees and costs in accordance
7 with the terms of the Settlement Agreement, in an amount not to exceed \$10,000.00.

8 10. The Court approves Matern Law Group, PC and The Sweeney Law Firm, APC as
9 PAGA Counsel.

10 11. The Court awards PAGA Counsel attorneys' fees in the amount of \$51,666.67 and
11 attorneys' costs in the amount of \$1,761.26, which the Court finds to be fair and reasonable. The
12 Court authorizes the Settlement Administrator to make these payments, in accordance with the terms
13 of the Settlement Agreement.

14 12. The Court finds the Representative Plaintiffs' Enhancement Award in the sum of
15 \$5,000.00 total, \$2,500.00 to each of the Representative Plaintiffs, to be fair and reasonable. The
16 Court authorizes the Settlement Administrator to pay the Representative Plaintiffs' Enhancement
17 Award, in accordance with the terms of the Settlement Agreement.

18 13. The Court authorizes the Settlement Administrator to calculate the PAGA Payment
19 Fund, inclusive of the LWDA Payment and PAGA Aggrieved Employee Payment (which is
20 comprised of the Individual PAGA Payments), in accordance with the terms of the Settlement
21 Agreement.

22 14. The Court finds that the LWDA Payment of \$55,000.00 as the LWDA's share of the
23 settlement of civil penalties is fair and reasonable. The Court authorizes the Settlement
24 Administrator to pay the LWDA Payment, in accordance with the terms of the Settlement
25 Agreement.

26 15. The Court finds that the PAGA Aggrieved Employee Payment of \$18,333.33 as the
27 Aggrieved Employees' share of the settlement of civil penalties is fair and reasonable. The Court
28 authorizes the Settlement Administrator to pay the PAGA Aggrieved Employee Payment, in

1 accordance with the terms of the Settlement Agreement.

2 16. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
3 for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments
4 uncashed after 180 days will be dispersed to the State Controller's Unclaimed Property Fund in the
5 name(s) of the employee(s) who did not cash their checks, in accordance with the terms of the
6 Settlement Agreement.

7 17. Upon completion of the Settlement, the Settlement Administrator will provide
8 written certification of the completion to the Court and counsel for the Parties, which shall be filed
9 with the Court on or before 1/24/24.

10 18. Without affecting the finality of this Order and entry of judgment, the Court retains
11 exclusive and continuing jurisdiction over the above-captioned action for purposes of supervising,
12 administering, implementing, and enforcing this Order and the Settlement.

13 19. Nothing in this Order or the Settlement shall be construed as an admission or
14 concession by any party. The Settlement and resulting Order and entry of judgment simply represent
15 a compromise of disputed allegations.

16 20. The Court enters final judgment in accordance with the terms of the Settlement
17 Agreement and this Order.

18 21. Plaintiffs are directed to submit a copy of this Order and entry of judgment to the
19 LWDA within 10 days of the date of this Order and entry of judgment

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21 **IT IS SO ORDERED.**

22 DATED: 1/24, 2022



23 Honorable David S. Cohn
24 Judge of the Superior Court
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