

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
Website: www.zakaylaw.com

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Telephone: (619) 599-8292
Facsimile: (619) 599-8291

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF STANISLAUS

RACHEL LATIN, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

ONEMAIN GENERAL SERVICES
CORPORATION., a Delaware Corporation;
and DOES 1 through 50, Inclusive;

Defendants.

Case No: CV-20-002498

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND
JUDGMENT**

Hearing Date: October 20, 2021
Hearing Time: 8:30 a.m.

Hon. Judge Stacy Speiller
Dept. 12

Trial Date: Not Yet Set
Action Filed: June 8, 2020

1 This matter having come before the Court on Plaintiff Rachel Latin's ("Plaintiff ")
2 motion for approval of the Parties' Settlement pursuant to California's Private Attorneys
3 General Act, California Labor Code § 2698 *et seq.* ("PAGA"), it is hereby ORDERED:

4 1. This Order incorporates the Private Attorneys General Act Settlement
5 Agreement and Release ("Settlement Agreement") agreed to between Plaintiff, on behalf
6 of herself and the State of California, on the one hand, and Defendant on the other hand.
7 Unless otherwise provided herein, all capitalized terms used herein shall have the same
8 meaning as defined in the Settlement Agreement. The Court has jurisdiction over the
9 subject matter of this lawsuit and all matters relating thereto, and over all parties to the
10 Action.

11 2. The Court has considered the nature of the claims, the amount paid in
12 settlement, which is \$700,000 ("Gross Settlement Fund"), the allocation of settlement
13 proceeds among the Aggrieved Employees, and the fact that a settlement represents a
14 compromise of the Parties' respective positions rather than the result of a finding of liability
15 at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust,
16 arbitrary and oppressive, or confiscatory, has been reached as a result of serious and non-
17 collusive, arm's-length negotiations. The Court therefore approves the Settlement as set
18 forth in the Settlement Agreement and directs the Parties to effectuate the Settlement
19 according to the terms outlined in the Settlement Agreement.

20 3. The Court hereby finds that Plaintiff's notice of the proposed Settlement
21 submitted to the Labor and Workforce Development Agency fully and adequately complied
22 with the notice requirements of California Labor Code § 2699. Plaintiff provided the
23 California Labor Workforce Development Agency with notice of the settlement and the motion
24 for approval of the settlement via its online process and no objection has been received to the
25 settlement or the motion from the Labor Workforce Development Agency.

26 4. The "Aggrieved Employees" are defined as "all current and former hourly or non-
27 exempt employees that worked for Defendant OneMain General Services Corporation in the
28 State of California at any time during the PAGA Period." The "PAGA Period" is the period from

1 June 4, 2019 through August 1, 2021. Upon entry of Judgment and funding in full of the
2 Settlement by Defendant, the Released Parties shall be entitled to a release from the State of
3 California, the Plaintiff and the Aggrieved Employees as to all claims for civil penalties under
4 PAGA that were actually alleged or that could have been alleged in the Action by Plaintiff, on
5 behalf of the State of California, herself and the Aggrieved Employees, based on the facts
6 alleged in the Complaint, including but not limited to (a) penalties pursuant to Labor Code
7 sections 201-204, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1102.5, 1194, 1197, 1197.1,
8 1197.5, 1198, 1198.5, 2698-2699.3 and 2802 and sections 3-5, 11 and 12 of the applicable Wage
9 Order, (b) claims for the attorney's fees and costs incurred in the prosecution of this Action on
10 behalf of the PAGA Employees; (c) any other remedies, penalties, or interest based on the facts
11 alleged in the Complaint; and (d) all claims that Plaintiff and/or the PAGA Employees may have
12 against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney's
13 fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the payment,
14 taxation, and allocation of Plaintiff's Payment pursuant to this Settlement Agreement. The
15 release of the Released Claims shall be effective as to the PAGA Period. ("Released Claims"). It
16 is the intent of the Parties that the Settlement Approval order entered by the Court shall have
17 full *res judicata* effect and be final and binding upon PAGA Employees with respect to the
18 Released Claims.

19 5. Neither the Settlement nor any of the terms set forth in the Settlement
20 Agreement are an admission by Defendant, or any Released Parties, of liability on any of
21 the allegations alleged in the Action, nor is this Order a finding of the validity of any claims
22 in the Action, or of any wrongdoing by the Defendants, or any Released Parties.

23 6. Pursuant to the terms of the Settlement Agreement, the Court awards
24 Attorney's Fees to Plaintiff's Counsel in the total amount of \$233,333, to be paid out of the
25 Gross Settlement Amount, as final payment for and complete satisfaction of any and all
26 attorney's fees arising out of the Action.

27 7. Pursuant to the terms of the Settlement Agreement, the Court awards
28 Attorney's Costs to Plaintiff's Counsel in the total amount of \$17,500, to be paid out of the

1 Gross Settlement Amount, as final payment for and complete satisfaction of any and all
2 attorney's costs arising out of the Action.

3 8. The Court appoints ILYM Group to serve as the Settlement Administrator.
4 Furthermore, pursuant to the terms of the Settlement, the Court awards payment of \$9,000 as
5 compensation for its fees and costs in administering this Settlement. This amount is to be paid
6 out of the Gross Settlement Amount.

7 9. Pursuant to the terms of the Settlement Agreement, and the Private Attorneys
8 General Action, Labor Code section 2698, et seq., the remaining sum, the PAGA Fund
9 estimated at \$440,000 shall be allocated as follows: seventy-five percent (75%) or
10 \$330,000, will be paid to the Labor Workforce and Development Agency, and twenty-five
11 percent (25%), or \$110,000, will be paid to the Aggrieved Employees allocated pursuant to
12 the method set forth in the Settlement Agreement for calculating Individual Settlement
13 Payments.

14 10. Defendant will not be required to pay any additional amounts in connection with
15 the Settlement other than those amounts specifically set forth in the Settlement Agreement and
16 this Order.

17 11. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
18 purposes of supervising the implementation, enforcement, construction, administration, and
19 interpretation of the Settlement Agreement and this Judgment.

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1 12. The Court, having reviewed the evidence and papers submitted and argument of
2 counsel, pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Parties' motion and
3 approves the PAGA settlement as set forth in the Settlement Agreement and the Settlement Sum,
4 which shall be allocated and paid out as set forth in the Settlement Agreement. The Court
5 hereby enters judgment of the entire Action, for the reasons set forth above and upon the terms
6 set forth in the Settlement Agreement.

7 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
8 **ENTERED ACCORDINGLY.**

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10 DATED: _____, 2021
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14 THE HONORABLE
15 JUDGE OF THE SUPERIOR COURT
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