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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN DIEGO**
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10 ALEJANDRA ESPINOZA, an
11 individual, and ELVIA RIOS, an
12 individual,

13 Plaintiffs,

14 v.
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17 MICHAEL R COLLINS, an individual,
18 LA JOLLA-FAY ST LTD, DBA “Inn
19 by the Sea at La Jolla”, a partnership,
20 and DOES 1 through 25, Inclusive,

21 Defendants.
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Case No. 37-2021-00032982-CU-OE-CTL

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT**

Date: 10/14/22

Dept.: C-74

Judge: Hon. Keri Katz

Complaint Filed: August 3, 2021

25 Having received and considered the stipulation of counsel, the Settlement Agreement and
26 good cause appearing therefore, the Court grants final approval of the Settlement and HEREBY
27 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS.

28 1. The “Aggrieved Employees” within the meaning of Labor Code 2698 et seq., shall

1 consists of all those employed by Defendants in the State of California that were
2 classified as non-exempt employees at any time within the PAGA Period, of May 27,
3 2020 to the date of the settlement approval.

- 4 2. The Court finds and determines the terms set forth in the Settlement Agreement are fair,
5 reasonable, and adequate and, having found that the Settlement was reached as a result of
6 informed and adversarial negotiations facilitated by negotiations before a third-party
7 mediator, and directs the Parties to effectuate the Settlement according to its terms. The
8 Court also finds that Settlement will enable the Parties to avoid additional and substantial
9 litigation costs, as well as delay and risks if the Parties were to continue to litigate the
10 Action.
- 11 3. The Court has reviewed the monetary recovery terms provided as part of the Settlement
12 Agreement and approves those terms.
- 13 4. The Court finds that the total PAGA settlement amount of \$30,000 is fair and reasonable.
14 The Court finds and determines that an award of PAGA (Private Attorneys General Act)
15 penalties.
- 16 5. Attorneys' fees of \$7,500.00 is reasonable under the circumstances, and shall be paid out
17 of the PAGA settlement amount.
- 18 6. Administration costs of \$2,500.00 is reasonable under the circumstances, and shall be
19 paid out of the PAGA settlement amount
- 20 7. Of the remaining \$20,000 (PAGA settlement amount less attorneys' fees and
21 administration costs referred to as the "Net Settlement Amount"), 75% of that amount
22 shall be paid to the California Labor and Workforce Development Agency of as its share
23 of the settlement of the civil penalties, and the remaining 25% shall be paid out to the
24 Aggrieved Employees (individual employees making up the PAGA Group) in a manner
25 determined by dividing 25% of the Net Settlement Amount by the total number of pay
26 periods worked by all members of the PAGA Group during the PAGA Period and then
27 multiplying the Pay Period Amount by the number of pay periods worked by the
28 individual PAGA member.

- 1 8. Upon entry of the Final Order, Plaintiff, all PAGA Settlement Group Members, and the State
2 of California shall be deemed to have fully, finally, and forever waived, released,
3 relinquished, and discharged each of the Defendants from any and all PAGA Claims as
4 defined herein that arose from Plaintiff's PAGA Notice and operative Complaint in this
5 Action for the PAGA Period. The term "Defendants" as used herein means: MICHAEL
6 COLLINS and LA JOLLA-FAY STREET LTD, A CALIFORNIA LIMITED
7 PARTNERSHIP, erroneously sued as La Jolla-Fay St Ltd, doing business as "Inn by the
8 Sea at La Jolla", and any of their present and former partners, be they general or limited
9 partners, officers, directors, and employees, including, Michael Collins, Delton Stevens
10 and Thomas Stanford, and agents thereof, both individually and in their business
11 capacities.
- 12 9. Plaintiffs' counsel shall submit a copy of this Order to the LWDA within ten (10)
13 business days of entry of the order pursuant to California Labor Code § 2699(1)(3).
- 14 10. All parties shall bear their respective fees and costs except as expressly provided in this
15 Order.
- 16 11. Without affecting the finality of this Order, the Court retains jurisdiction of all matters
17 relating to the interpretation, administration, implementation, effectuation, and
18 enforcement of this Order and the Settlement Agreement.

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20 IT IS SO ORDERED.

21 Dated:

22 _____
23 Hon. Keri Katz
24 Judge of the Superior Court
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