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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF STANISLAUS

PAUL HERNANDEZ on behalf of
himself, all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

UNITED FACILITIES, INC.; and DOES
1-100,

Defendants.

Case No. CV-21-004264

**[PROPOSED] ORDER GRANTING
PLAINTIFF PETER YOUNG’S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

Date: January 24, 2023
Time: 8:30 a.m.

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 Paul Hernandez (“Plaintiff”)
5 for approval of the Parties’ settlement in accordance with the Parties’ PAGA Settlement
6 Agreement (the “Settlement Agreement”). The Court understands that the Settlement Agreement
7 sets forth the terms and conditions for a proposed settlement and dismissal of the Action with
8 prejudice. Based on a review of the submissions by the Parties, and good cause appearing;

9 NOW, THEREFORE, IT IS HEREBY ORDERED:

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

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

14 3. Compensation to the Labor and Workforce Development Agency (LWDA) and the
15 Aggrieved Employees shall be affected pursuant to the terms of the Settlement Agreement.

16 4. In recognition of Plaintiff’s release of his individual wage and hour claims, efforts
17 in pursuing this action, and having provided a broad general release of claims in the Settlement
18 Agreement, the Court hereby approves of the payment of \$10,000 to Plaintiff Paul Hernandez
19 which shall be affected in the manner set forth in the Settlement Agreement.

20 5. The Court hereby approves of the payment of attorneys’ fees to Plaintiff’s Counsel
21 in the sum of \$449,955 and costs in the sum of \$8,878.94 to be affected in the manner set forth in
22 the Settlement Agreement.

23 6. The Court hereby approves of the payment in the amount of up to \$3,500 to Phoenix
24 Class Action Administration Solutions, for performance of its settlement administration services.

25 7. Upon entry of this Order, all claims in the lawsuit shall be and are hereby dismissed
26 with prejudice. Moreover, the LWDA and each and every Aggrieved Employee, including
27 Plaintiff, shall be deemed and are deemed to have conclusively released and forever discharged
28 the Released Parties from the Released Claims, as defined in the Settlement Agreement, and are
permanently barred and enjoined from the institution or prosecution of all Released Claims

1 against the Released Parties.

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

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

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

9 **JUDGMENT**

10 11. The Court hereby enters final judgment in this Action in accordance with terms of
11 the Settlement Agreement and the Order Granting Plaintiff's Motion for Approval of PAGA
12 Settlement. All terms used herein shall have the same meaning as defined in the Settlement
13 Agreement.

14 12. Upon the entry of the Order and Judgment, as defined in the Settlement Agreement,
15 Plaintiff and all Aggrieved Employees, shall have by operation of the Order Granting Plaintiff's
16 Motion for Approval of PAGA Settlement and this Judgment, fully, finally and forever released,
17 relinquished, and discharged the Released Parties from the Released Claims as those terms are
18 respectively defined in the Settlement Agreement, and are forever barred and enjoined from
19 prosecuting such released claims against the Released Parties.

20 13. Without affecting the finality of the Order and Judgment, pursuant to California
21 Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, the
22 Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiff, Aggrieved
23 Employees, and Defendant for the purposes of supervising the implementation, enforcement,
24 construction, and interpretation of the Settlement Agreement, Final Order, and Judgment.

25 Dated: _____

Honorable Sonny S. Sandhu