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9 Attorneys for Plaintiff
10 JUNIOR VALDEZ, on behalf of
himself, all aggrieved employees, and the State
11 of California as a Private Attorneys General

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF SACRAMENTO

14 JUNIOR VALDEZ, an individual, on behalf of
15 himself, all aggrieved employees, and the State
16 of California as a Private Attorneys General,

17 Plaintiff,

18 vs.

19 AUS DECKING, INC., a California
Corporation, and DOES 1-50, inclusive,

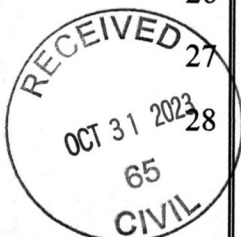
20 Defendant.
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FILED
Superior Court of California
County of Sacramento
01/31/2024
T. Shaddix, Deputy

Case No.: 34-2021-00307786 CU-OE-GDS

**~~[PROPOSED]~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

BY FAX



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

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), (1)(4). On the date Plaintiff filed the instant motion seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the Settlement including a copy of the Settlement Agreement. Plaintiff’s notice of the Settlement to the LWDA complied with the notice requirements of PAGA.

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.

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

8. The Gross Settlement Amount and the methodology used to calculate the Individual PAGA Payments in accordance with the Settlement is approved.

9. The Court approves CPT Group, Inc., to act as the Settlement Administrator. The Court awards the Settlement Administrator in this Action its actual fees and costs in accordance with the terms of the Settlement Agreement amounting to \$6,000.

10. The Court approves the Koul Law Firm and Law Offices of Sahag Majarian II as
PAGA Class Counsel.

11. The Court awards PAGA Class Counsel attorneys' fees in the amount of \$66,666 and actual litigation costs of \$14,934.86, both of which the Court finds to be fair and reasonable. The Court authorizes the Settlement Administrator to make these payments, in accordance with the terms of the Settlement Agreement.

12. The Court approves Plaintiff's Enhancement Award of \$10,000 for his services in bringing the Action on behalf of the Aggrieved Employees and State of California.

13. The Court authorizes the Settlement Administrator to calculate and pay the Individual PAGA Payments in accordance with the terms of the Settlement Agreement.

14. The Court authorizes the Settlement Administrator to pay the LWDA Payment in accordance with the terms of the Settlement Agreement.

15. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments uncashed after 180 days will be dispersed to the state controller unpaid payment fund in the name of the Aggrieved Employee.

16. Upon completion of the Settlement, the Settlement Administrator will provide written certification of the completion to the Court and counsel for the Parties which shall be filed with the Court within 30 days after completion of the Settlement.

17. Without affecting the finality of this order and entry of judgment, the Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, and enforcement of this Order and the Settlement.

18. Nothing in this Order or the Settlement shall be construed as an admission or

1 concession by any party. The Settlement and this resulting Order and entry of judgment simply
2 represent a compromise of disputed allegations.

3 19. The Court enters final judgment in accordance with the terms of the Settlement
4 Agreement and this Order.

5 20. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
6 LWDA within 10 days of the date of this Order and entry of judgment.

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8 **IT IS SO ORDERED:**

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10 DATED: 01/31/2024



Jill Talley

Judge of the Superior Court
Jill Talley

PROOF OF SERVICE

Case No. 34-2021-00307786
Valdez v. AUS Decking, Inc

I, IVETTE HERNANDEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On October 30, 2023, I served the foregoing document described as:

[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND ENTERING JUDGMENT

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BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail ivette@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

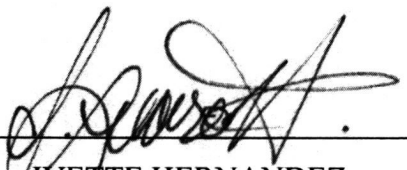
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Facsimile: (844) 910-1850

Attorneys for Defendant, AUS DECKING, INC.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this October 30, 2023, in Los Angeles, California.



IVETTE HERNANDEZ