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17 *Attorneys for Plaintiff MOISES AUGUSTO GIRON, on behalf of himself, the LWDA, and all*
18 *other aggrieved employees*

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **COUNTY OF SOLANO – OLD SOLANO COURTHOUSE**

21 MOISES AUGUSTO GIRON, on behalf of
22 himself, the LWDA, and all other aggrieved
23 employees,

24 PLAINTIFF,

25 vs.

26 FIOR DI SOLE, LLC, a California limited
27 liability company;

28 DEFENDANTS.

Case No.: FCS057441

[Assigned to the Hon. E. Bradley Nelson, Dept.
4]

**~~PROPOSED~~ ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

Date: March 21, 2022

Time: 9:00 a.m.

Complaint Filed: November 19, 2021

FILED/ENDORSED
Clerk of the Superior Court

MAR 26 2022

By

DEPUTY CLERK

FAXED

1 Plaintiff and Defendant jointly moved for approval of the proposed settlement of
2 Plaintiff's claims for civil penalties under the California Labor Code Private Attorneys General
3 Act ("PAGA"), pursuant to California Labor Code section 2699(l), which resolves the pending
4 claims in this lawsuit. All defined terms contained herein shall have the same meaning as set forth
5 in the Settlement Agreement. The parties seek approval of the settlement, including the
6 Settlement Sum of \$65,000.00. The Settlement Agreement provides that a Net PAGA Payment of
7 \$38,107.19 shall be paid from the \$65,000.00 Settlement Sum. The Settlement Agreement also
8 provides that (1) \$21,666.66 be paid to Plaintiff's Counsel for payment of attorneys' fees; (3)
9 ^{1,048.15} ~~\$4,726.15~~ be paid to Plaintiff's Counsel for actual litigation costs incurred; and (4) \$3,500.00 be
10 paid to CPT Group, Inc. for the cost of administration of the settlement. The Labor Workforce
11 Development Agency was provided with notice of the settlement and the motion via its online
12 process and no objection has been received to the settlement or the motion.

13 Good cause appearing based on the reasons set forth in the motion for approval, the Court
14 hereby GRANTS the motion and approves the PAGA settlement as set forth in the Settlement
15 Agreement. The Court hereby finds that the Settlement Agreement is, in all respects fair, adequate
16 and reasonable and directs the Parties to effectuate the Settlement Agreement according to its
17 terms. As provided for in the Settlement Agreement, the Court approves the Net PAGA Payment
18 of \$38,107.19, which shall be allocated and paid out as set forth in the Settlement and in
19 accordance with Labor Code section 2699(i).

20 Upon entry of this Judgment, Plaintiff, all Aggrieved Employees, and the State of
21 California will be deemed to have released and forever discharge the Released Parties from and
22 regarding the Released Claims, as set forth in the Settlement Agreement.

23 This Settlement is not an admission by Defendant, nor is this Order a finding of the
24 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
25 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
26 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
27 omission, concession, or liability whatsoever by or against Defendant.

28 After entry of this Judgment, the Court shall retain jurisdiction to construe, interpret,

1 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to
2 a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
3 connection with the distribution of settlement benefits. Plaintiff shall submit a copy of this Order
4 to the LWDA within ten (10) days of entry of this Order.

5
6 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**
7 **ENTERED ACCORDINGLY.**

8 DATED: 3/21/2022


HON. E. BRADLEY NELSON
SOLANO SUPERIOR COURT JUDGE