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SAN MATEO COUNTY

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SAN MATEO COUNTY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

**FOR THE COUNTY OF SAN MATEO
(UNLIMITED JURISDICTION)**

ORLANDO PEREZ AVALOS,

Plaintiff,

vs.

MILAGROS RESTAURANT LLC;
GREGORY HAROLD ST. CLAIRE; and
DOES 1 to 25, inclusive,

Defendant(s).

Case No.: 22-CIV-01222

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

Action filed: March 22, 2022
Hearing Date: May 16, 2023
Hearing Time: 2:00 p.m.
Hearing Dept: 2, Hon. Marie S. Weiner

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 ("PAGA"), the Motion of Plaintiff Orlando Perez Avalos ("Plaintiff") for Approval of Settlement
3 under PAGA came before this Court on May 16, 2023.

4 Plaintiff's Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in
6 relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the
7 letter to the Labor Workforce and Development Agency ("LWDA") dated October 27, 2021
8 (the "LWDA Letter"), on behalf of all non-exempt California employees who worked for
9 Defendants Milagros Restaurant, LLC and Gregory Harold St. Claire ("Defendants") from
10 January 16, 2021, to January 16, 2023 (the "Aggrieved Employees").

11 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review
12 and approve any settlement of any civil action filed pursuant to this part." Lab. Code §
13 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
14 Settlement Agreement, including the proposed PAGA penalties, under Labor Code §
15 2699(1)(2), having considered the papers filed in support of the proposed settlement and the
16 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

- 17 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 18 2. The Court finds in favor of settlement approval, and therefore approves the Settlement
19 of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and
20 other terms, as fair, just, reasonable, and adequate;
- 21 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of
22 California, by operation of this Order and Judgment hereby releases and forever discharges
23 Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all
24 Released Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiff's
25 Complaint, including any and all known and unknown claims for civil penalties under the Private
26 Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise;

1 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
2 State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved
3 Employees, on behalf of the State of California, as to the Released Claims and Released Parties;

4 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
5 Defendants are directed to make all payments required by the Settlement Agreement;

6 6. Under the Settlement Agreement, Defendants agree to pay a maximum sum of One
7 Hundred Twenty Thousand Dollars (\$130,000.00) (the "Gross Settlement Amount"). The Gross
8 Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, PAGA
9 Counsel's Fees Payment and PAGA Counsel's Litigation Expenses Payment, and Settlement
10 Administration Costs. No portion of the Gross Settlement Amount will revert to Defendants. Plaintiff's
11 Counsel requests an award of attorney's fees of Forty-Two Thousand Dollars (\$43,333.33) and
12 litigation costs of Eight Thousand Three Hundred Fifty Four Dollars and Eighty Cents (\$8,354.80). The
13 settlement administrator, ~~Simplex Inc.~~ **Phoenix**, requests administration costs of ~~Four~~ **Six** Thousand Dollars
14 (~~\$4,000.00~~ **\$6,000.00**). Defendants do not oppose these requests. The Court finds the Gross Settlement Amount
15 is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement
16 Administrator to make the above payments to payments from the Gross Settlement Amount as follows:

- 17 a. \$43,333.33 in attorney's fees to Messrelan Law Inc.;
- 18 b. \$8,354.80 in litigation costs to Messrelan Law Inc.;
- 19 c. ~~\$4,000.00~~ in administration costs to ~~Simplex Inc.~~ **Phoenix**
- 20 d. After deducting the foregoing payments, the estimated remainder of approximately
21 ~~\$72,311.87~~ shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section
22 ~~2699(i)~~, the NSA will then be distributed 75 percent (~~\$55,733.90~~ **(#54,233.90)**) to the LWDA, and the
23 remaining 25 percent (~~\$18,577.96~~ **(#18,077.97)**) to the Aggrieved Employees on a pro rata basis, as set forth
24 in the Settlement Agreement. The Court approves these payments, and directs the Settlement
25 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
26 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its
27 duties as set forth in the Settlement Agreement; and

28 7. ~~The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and all~~

1 ~~causes of action.~~ The Court reserves exclusive and continuing jurisdiction over the Action and the
2 Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation,
3 enforcement, construction, administration, and interpretation of the Settlement Agreement.

4 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

5
6 DATED: 5/16/23


HON. MARIE S. WEINER
JUDGE OF THE SUPERIOR COURT

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9 Plaintiff shall file and serve formal
10 Notice of Entry of Judgment, including
11 service upon LWDA, and file a Proof
12 of Service.
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