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John A. Van Hook (SBN 205067)
VAN HOOK LAW FIRM
14156 Magnolia Blvd, Suite 200,
Sherman Oaks, California 91423
Telephone: (310) 592-5884
Email: john@vanhooklawfirm.com

Adrian Byrne (SBN 304020)
THE BYRNE LAW GROUP
8605 Santa Monica Blvd., Suite 48497
West Hollywood, CA 90069
Telephone: (800) 805-4002
Email: adrian@thebyrnelawgroup.com

*Attorneys for Plaintiffs
and all other Aggrieved Employees*

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

JOSE ENRIQUE MARTINEZ CAZARES, an
individual; and ENRIQUE MARTINEZ
FUENTES, an individual; on behalf of
themselves and all Aggrieved Employees,

Plaintiffs,

v.

S K S ENTERPRISE, INC. a California
corporation; WEN CHANG SU, an individual;
ADOLFO GOMEZ, an individual, doing
business as ADOLFO GOMEZ FARM
LABOR CONTRACTOR; and
DOES 1-50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2022-0003076

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION FOR APPROVAL
OF REPRESENTATIVE SETTLEMENT
OF PRIVATE ATTORNEYS GENERAL
ACT OF 2004 ("PAGA") CAUSE OF
ACTION**

- NOTICE OF MOTION AND UNOPPOSED MOTION;
- DECLARATION OF JOHN A. VAN HOOK;
- NOTICE OF PAGA SETTLEMENT.

Date: MAR 15 2023
Time: 9:00 AM
Dept.: 10-B

Complaint Filed: April 27, 2022
Trial: None Set

1 Plaintiffs' Unopposed Motion for Approval of Representative Settlement of Private
2 Attorneys General Act of 2004 Cause of Action (the "Motion") came before this Court for
3 hearing on March 15, 2023. The Court, having reviewed and considered the Motion, its
4 accompanying memoranda, exhibits submitted in support thereof, including the PAGA
5 Settlement Agreement and Limited Release (the "Settlement Agreement"), and having heard
6 argument regarding the Motion, and the file in the action, finds that the Motion should be, and
7 hereby is, GRANTED according to the terms of this Order.

8 The Parties to the Settlement Agreement, Plaintiffs JOSE ENRIQUE MARTINEZ
9 CAZARES, an individual; and ENRIQUE MARTINEZ FUENTES ("Plaintiffs") and Defendants
10 S K S ENTERPRISE, INC. a California corporation; WEN CHANG SU, an individual;
11 ADOLFO GOMEZ, an individual, doing business as ADOLFO GOMEZ FARM LABOR
12 CONTRACTOR ("Defendants"), are hereby ORDERED to take all steps necessary to timely
13 effectuate the terms of the Settlement Agreement, including the following:

14 The settlement administration, including calculation and issuance of payments, will be
15 performed by Simpluris Settlement Administrators (the "PAGA Settlement Administrator").

16 On or before the Effective Date, Defendants will provide the PAGA Settlement
17 Administrator with the PAGA Member List, which shall be used solely for the administration of
18 this PAGA Settlement and for no other purpose, and which shall not be shared with any persons
19 or entity not employed by the PAGA Settlement Administrator and working on the
20 administration of this PAGA Settlement.

21 Within 15 days after the Effective Date, Defendants shall deposit the Gross PAGA
22 Settlement Fund with the Settlement Administrator (the "Funding Date"). Within 10 days after
23 the Funding Date, the Settlement Administrator shall cause all Settlement Payments to be paid,
24 including the payment to the LWDA, the payment to the Aggrieved Employees, and the
25 payments to Plaintiff's Counsel for the approved attorney's fees and costs.

26 From the Gross Settlement Fund of \$100,000, the following amounts will be paid, with
27 such payments issued by the Settlement Administrator:

- 28 • Plaintiffs' Counsel's attorney's fees of 1/3 of the Gross PAGA Settlement Fund

1 (\$33,333.33) in connection with the PAGA claims;

- 2 • Plaintiffs' Counsel's out-of-pocket litigation expenses of \$2,800 arising out of the
3 PAGA Claims; and
4 • PAGA Settlement administration expenses of \$3,500.
5 • This results in an estimated Net PAGA Settlement Fund of Sixty Thousand Three
6 Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$60,366.66) (comprised of the
7 Gross PAGA Settlement Fund, minus requested fees, costs, and PAGA settlement
8 administration expenses).

9 As required by PAGA, 75% of the Net PAGA Settlement Fund shall be paid to the
10 LWDA and the remaining 25% of the Net PAGA Settlement Fund will be distributed among the
11 Aggrieved Employees on a pro rata basis according to their pay periods during the relevant time
12 period. Data as of December 2, 2022, indicates approximately 250 current and former Aggrieved
13 Employees and a total of approximately 2,611 pay periods. These figures will necessarily
14 increase somewhat through to the date of Court approval of this PAGA settlement (the end of the
15 settlement period). The Parties agreed that the 2,611 weekly pay periods shall be subject to a
16 15% buffer, meaning that no additional consideration shall be necessary if the total number of
17 weekly pay periods in the PAGA Member List is not greater than 3,003 (115% of 2,611). If the
18 total number of weekly pay periods is greater than 3,003, then Defendants agree to pay the Gross
19 PAGA Settlement Amount which shall be increased by a pro-rata amount for those pay periods
20 greater than 3,003.

21 This action shall be dismissed with prejudice, with this Court retaining jurisdiction to
22 enforce the terms of this Order.

23
24 IT IS SO ORDERED.

25
26 Dated: _____

27 Hon.
28 Judge of the San Joaquin County Superior Court