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7 Attorneys for Plaintiff Mireya Serrato Martinez

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF ORANGE**

11 MIREYA SERRATO MARTINEZ, on behalf  
12 of herself and all "aggrieved employees"  
pursuant to Labor Code § 2698 *et seq.*,

13 Plaintiffs,

14 v.

15 EM TORTILLAS, LLC, a California limited  
16 liability company, and DOES 1 through 10,  
inclusive,

17 Defendants.  
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CASE NO: 30-2022-01263512-CU-OE-CXC

*Assigned to Hon. Melissa R. McCormick, Dept.  
C13*

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

**Date: December 14, 2023**

**Time: 2:00 p.m.**

**Dept.: CX104**

*Complaint Filed: June 3, 2022*

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1 the Settlement.

2 7. The Gross Settlement Amount, Net Settlement Amount, and the methodology used  
3 to calculate the disbursements to the PAGA Members, in accordance with the Settlement, is  
4 approved.

5 8. The Gross Settlement ("GSA") is \$225,000.00, subject to the Escalator Payment  
6 memorialized in Paragraph 7 of the Settlement Agreement. The GSA shall be paid in two  
7 installments: the first installment payment of \$100,000 shall be paid no later than ten (10) calendar  
8 days following the Effective Date; and the second installment payment of \$125,000 shall be paid no  
9 later than ninety (90) calendar days following the Effective Date.

10 9. The Court approves Plaintiff's General Release Payment in the amount of  
11 \$10,000.00. The Court authorizes the Settlement Administrator to make this payment, in accordance  
12 with the terms of the Settlement Agreement.

13 10. The Court approves Phoenix Settlement Administrators to act as the Settlement  
14 Administrator. The Court awards the Settlement Administrator in this Action its actual fees and  
15 costs in accordance with the terms of the Settlement Agreement, not to exceed \$4,000.00.

16 11. The Court approves and appoints Gaines & Gaines, APLC as PAGA Counsel.

17 12. The Court awards PAGA Counsel attorneys' fees in the amount of one-third of the  
18 Gross Settlement Amount (or \$75,000.00) and attorneys' cost of \$15,551.37, which the Court finds  
19 to be fair and reasonable. The Court authorizes the Settlement Administrator to make these  
20 payments, in accordance with the terms of the Settlement Agreement.

21 13. The Court authorizes the Settlement Administrator to calculate the Net Settlement  
22 Amount, inclusive of the LWDA Payment and the disbursements to the PAGA Members, in  
23 accordance with the terms of the Settlement Agreement.

24 14. The Court finds that, pursuant to PAGA, the LWDA Payment of \$90,336.47 as its  
25 75% share of the settlement of civil penalties is fair and reasonable. The Court authorizes the  
26 Settlement Administrator to pay the LWDA Payment, in accordance with the terms of the Settlement  
27 Agreement.

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1           15.     The Court finds that, pursuant to PAGA, the disbursements to the PAGA Members  
2 in the amount of \$30,112.16 as the PAGA Members' 25% share of the settlement of civil penalties  
3 is fair and reasonable. The Court authorizes the Settlement Administrator to issue payments to the  
4 PAGA Members, in accordance with the terms of the Settlement Agreement.

5           16.     Checks sent to PAGA Members shall be valid for 180 calendar days after issuance.  
6 Any funds in the Settlement Administrator's account as a result of a failure to timely cash a  
7 settlement check shall be transmitted to the California State Controller's Unclaimed Property Fund  
8 in the name of each respective PAGA Member whose check was uncashed and voided.

9           17.     By no later than 240 days after mailing of the final Settlement payment checks to all  
10 PAGA Members, the Settlement Administrator shall provide Plaintiff's Counsel and Defendant's  
11 Counsel with a declaration setting forth the disbursements made to the PAGA Members, the LWDA,  
12 Plaintiff's Counsel for attorneys' fees and litigation costs, and to itself, and shall include information  
13 regarding the number of uncashed checks as of that date, the aggregate sum of uncashed checks,  
14 and the timeline for transmittal of sum represented by all uncashed checks to California's Controller,  
15 Unclaimed Property Division (if applicable).

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

19           19.     Nothing in this Order or the Settlement shall be construed as an admission or  
20 concession by any party. The Settlement and this resulting Order and entry of judgment simply  
21 represent a compromise of disputed allegations.

22           20.     The Court enters final judgment in accordance with the terms of the Settlement  
23 Agreement and this Order.

24           21.     Plaintiff is directed to submit a copy of this Order and entry of judgment to the  
25 LWDA within 10 days of the date of this Order and entry of judgment.

26           **IT IS SO ORDERED:**

27           DATED: \_\_\_\_\_

28           \_\_\_\_\_  
HONORABLE MELISSA R. McCORMICK  
JUDGE OF THE SUPERIOR COURT