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FILED
MAR 14 2024
SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO
BY _____ DEPUTY

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3/12/2024 1:22 PM
FRESNO COUNTY SUPERIOR COURT
By: A. Hoffman, Deputy

Attorneys for Plaintiff Jose Ramon Perez Vaca, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

JOSE RAMON PEREZ VACA, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

SRAN AG II, INC., a California corporation, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: 22CECG03802

Assigned to the Hon. Jeffrey Y. Hamilton, Dept. 503

[AMENDED [redacted] ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, AWARDING ATTORNEYS' FEES, COSTS, ENHANCEMENT AWARD PAYMENT, AND REIMBURSEMENT OF SETTLEMENT ADMINISTRATION EXPENSES, AND DISMISSING ACTION WITH PREJUDICE

Date: March 7, 2024
Time: 3:30 p.m.
Dept.: 503

Complaint Filed: November 29, 2022
Trial Date: December 9, 2024

Plaintiff Jose Ramon Perez Vaca's ("Plaintiff") Motion for an Order: (1) granting approval of the proposed settlement of claims brought pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698 *et seq.*) ("PAGA") set forth in the Parties' Private Attorneys General Act (Labor Code § 2698 et seq.) Settlement Agreement (the "Settlement" or "Settlement Agreement"); (2) appointing Phoenix Settlement Administrators as the Settlement Administrator and approving payment of its fees not to exceed $5,000 from the PAGA Gross Settlement Amount; (3) directing disbursement of the PAGA Gross Settlement Amount pursuant to the terms of the Settlement Agreement; (4) directing payment of attorneys' fees and litigation costs from the Gross Settlement Amount not to exceed ~~$54,912.50~~ $45,166.67 to Counsel for Plaintiff; (5) directing an enhancement award payment from the PAGA Gross Settlement Amount in the amount of $7,500 to Plaintiff; and (6) dismissing this Action with prejudice came on for hearing before this Court in Department 4, the Honorable Jeffrey Y. Hamilton presiding, on March 7, 2024. Appearances were noted on the record.

Having reviewed the Settlement Agreement and duly considered the Parties' papers and oral argument, and good cause appearing,

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement, which is attached hereto as Exhibit 1.

2. This Court has jurisdiction over the claims of the Aggrieved Employees and the State of California asserted in this proceeding and over all parties to the Action.

3. The Court finds that the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law. The Court finds that the PAGA Gross Settlement Amount of $152,000 represents a fair compromise of the claims alleged in the Action, considering the maximum potential value of the claims asserted and the risks inherent in further litigation.

4. The Court has considered the authorities and evidence presented by Plaintiff and based thereon hereby approves the following awards and deductions from the PAGA Gross Settlement Amount:

a. To Plaintiff's Counsel, Gaines & Gaines, APLC, an award of $45,166.67 in attorneys' fees and $9,745.63 in reimbursement of litigation costs. The Court finds that these amounts are fair and reasonable and commensurate with applicable California law.

b. To Plaintiff Jose Ramon Perez Vaca, an enhancement and general release payment of $7,500. The Court finds that both the time and effort that Plaintiff spent on behalf of other Aggrieved Employees and the State, together with his broad release of all claims, justifies this payment.

c. To Phoenix Settlement Administrators, the settlement administrator, a payment of up to $3,250 to administer the Settlement through its conclusion, including disbursement of the PAGA Gross Settlement Amount and all tax reporting associated therewith.

5. The amount remaining of the PAGA Gross Settlement Amount following these deductions is the Net Settlement Fund of approximately $86,337.70. The Net Settlement Amount shall be distributed 75% to the Labor and Workforce Development Agency and 25% to the Aggrieved Employees.

6. The Court finds that the Settlement has been provided to the LWDA as required by PAGA and Labor Code section 2699, subdivision (l)(2), in particular.

7. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

8. This Action is hereby dismissed with prejudice.

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9. As authorized by Code of Civil Procedure section 664.6, the Court retains jurisdiction over of the Action, and the Parties to construe, interpret, implement, and enforce the Settlement Agreement and this Order.

IT IS SO ORDERED.

Dated: 3/14/24

JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of VENTURA, State of California. I am over the age of 18 and not a party to the within action; my business address is 4550 East Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

_____ (For messenger) my business address is:

On March 12, 2024, I served the foregoing document described as **ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, AWARDING ATTORNEYS FEES, COSTS, ENHANCEMENT AWARD PAYMENT, AND REIMBURSEMENT OF SETTLEMENT ADMINSTRATION EXPENSES, AND DISMISSING ACTION WITH PREJUDICE** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Anthony Raimondo, Esq.
James D. Miller, Esq.
Kevin Piercy, Esq.
Ryan W. Porte, Esq.
Taylor Ealand, Esq.
Raimondo | Miller, a Law Corporation
P.O. Box 28100
Fresno, CA 93729

__X___ (BY x U.S. MAIL/ BY□ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more that one day after date of deposit for mailing in affidavit.

_____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

_____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

_____ (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

_____ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission on the counsel of record listed above.

I certify that the above document was printed on recycled paper.

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

Executed on March 12, 2024, at Westlake Village, California.

JEREMY REYES