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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*

**[PROPOSED] 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: February 29, 2024
Time: 3:30 p.m.
Dept.: 503**

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

1 Plaintiff Jose Ramon Perez Vaca's ("Plaintiff") Motion for an Order: (1) granting approval
2 of the proposed settlement of claims brought pursuant to the Private Attorneys General Act of
3 2004 (Cal. Labor Code § 2698 *et seq.*) ("PAGA") set forth in the Parties' Private Attorneys General
4 Act (Labor Code § 2698 *et seq.*) Settlement Agreement (the "Settlement" or "Settlement
5 Agreement"); (2) appointing Phoenix Settlement Administrators as the Settlement Administrator
6 and approving payment of its fees not to exceed \$5,000 from the PAGA Gross Settlement Amount;
7 (3) directing disbursement of the PAGA Gross Settlement Amount pursuant to the terms of the
8 Settlement Agreement; (4) directing payment of attorneys' fees and litigation costs from the Gross
9 Settlement Amount not to exceed \$60,412.30 to Counsel for Plaintiff; (5) directing an
10 enhancement award payment from the PAGA Gross Settlement Amount in the amount of \$7,500
11 to Plaintiff; and (6) dismissing this Action with prejudice came on for hearing before this Court in
12 Department 4, the Honorable Jeffrey Y. Hamilton presiding, on February 29, 2024. Appearances
13 were noted on the record.

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

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

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

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

21 3. The Court finds that the Settlement was entered into in good faith, that the
22 Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and
23 applicable requirements for approval of PAGA representative actions under California law. The
24 Court finds that the PAGA Gross Settlement Amount of \$152,000 represents a fair compromise of
25 the claims alleged in the Action, considering the maximum potential value of the claims asserted
26 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 \$50,666.67 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 \$79,087.70. 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 (1)(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: _____

JUDGE OF THE SUPERIOR COURT