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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

GZIM KOVACEVIC, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PURE WAFER, INC, a Delaware corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 22CV401779

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT**

Date: October 9, 2024

Time: 1:30 p.m.

Dept.: 19

Complaint Filed: August 4, 2022

Trial Date: None

1 **[PROPOSED] ORDER**

2 On October 9, 2024, a hearing was held on Plaintiff Gzim Kovacevic's ("Plaintiff")
3 Motion to Approve Settlement Agreement Pursuant to the Private Attorneys General Act, Labor
4 Code section 2698, *et seq.* (the "Motion"). The Court has considered the PAGA Settlement
5 Agreement and Release ("Settlement Agreement" or "Settlement") and all other papers filed in
6 this action.

7 **NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS**
8 **FOLLOWS:**

9 1. Pursuant to California Labor Code section 2699(l), Plaintiff's Motion is
10 **GRANTED.** The Court finds that the Settlement is in all respects adequate considering the
11 purposes and provisions of the California Labor Code Private Attorneys General Act, California
12 Labor Code section 2698, *et seq.* The Court finds that the Settlement has been reached as a result
13 of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
14 were able to reasonably evaluate their respective positions. The Court has reviewed the monetary
15 recovery being provided by the Settlement and recognizes the value accorded to the State of
16 California and aggrieved employees.

17 2. Pursuant to Labor Code section 2699(i), the Gross Settlement Amount of Two
18 Hundred Twenty-Five Thousand Five Hundred Eighty-Five Dollars (\$225,585.00) shall be
19 distributed as follows:

20 a. Seventy-Five percent of the Net Settlement Amount, totaling One
21 Hundred Two Thousand Two Hundred Eighty-One Dollars and Twenty-Seven Cents
22 (\$102,281.27), to the LWDA for PAGA penalties.

23 b. Twenty-Five percent of the Net Settlement Amount, totaling Thirty-Four
24 Thousand Ninety-Three Dollars and Seventy-Five Cents (\$34,093.75), to PAGA Settlement
25 Members.

26 c. Seventy-Five Thousand One Hundred Ninety-Five Dollars (\$75,195.00) to
27 Plaintiff's Counsel as Attorneys' Fees;

28 d. Three Thousand Three Hundred Nineteen Dollars and Ninety-Eight Cents

1 (\$3,319.98) to Plaintiff's Counsel as Costs;

2 e. Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff as an
3 enhancement; and

4 f. Three Thousand One Hundred Ninety-Five Dollars (\$3,195.00) to the
5 Settlement Administrator.

6 3. Upon the date that Defendant deposits the entire Gross Settlement with the
7 Settlement Administrator, Plaintiff, the LWDA, all PAGA Settlement Members, and the State of
8 California shall be deemed to have fully, finally, and forever waived, released, relinquished, and
9 discharged Defendant and each and all of the Released Parties from the PAGA Claims,
10 including, demands, liabilities, damages, attorney's fees, costs and penalties that could have been
11 recovered.

12 4. The Parties are ordered to carry out the terms of the settlement in accordance with
13 the terms of the Settlement Agreement.

14 5. Judgment is hereby entered in accordance with this Order and the terms of the
15 Settlement. Plaintiff shall take from his complaint only the relief set forth in the Settlement
16 Agreement and this Order and Judgment. Without affecting the finality of the Settlement or this
17 Judgment in any way, the Court shall retain jurisdiction over the Parties for purposes of
18 enforcing and interpreting the Settlement, this Order, and this Judgment.

19 6. The Settlement does not constitute an admission by Defendant of liability to
20 Plaintiff or any PAGA Settlement Member, nor does this Order constitute a finding by the Court
21 of the validity of any of the claims alleged in this Action, or any liability of Defendant or any of
22 the Released Parties.

23
24 **IT IS SO ORDERED.**

25 DATED:

26 _____
27 HON. THEODORE C. ZAYNER
28 SUPERIOR COURT OF CALIFORNIA