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SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

GUSTAVO GOMEZ, on behalf of himself and all aggrieved employees,	)	Case No.	VCU292268
	)		
	)		[PROPOSED] ORDER AND JUDGMENT
Plaintiffs,	)	Date: April 18, 2023	
	)	Time: 8:30 a.m.	
v.	)	Dept: 7	
	)		
R.N.V., INC. d/b/a R-N MARKET, and DOES 1 to 100,	)	Complaint Filed: June 27, 2022	
	)	Trial: July 28, 2023	
Defendants.	)		
	)		
	)		
	)		

Plaintiff Gustavo Gomez’s (“Plaintiff”) Motion for Approval of PAGA Settlement was filed with the Court on March 15, 2023, and a hearing was held before this Court on April 1, 2023. Appearances for Plaintiff and Defendant R.N.V., Inc. (“Defendant”) were noted on the record.

Having considered the Joint Stipulation and Settlement of PAGA Action (“Settlement” or “Settlement Agreement”) and all other papers filed in this action, the Court **HEREBY FINDS** as follows:

1. The Court hereby approves the terms and conditions provided for in the Settlement Agreement. The Court finds that the Settlement Agreement falls within the range of reasonableness of a settlement and appears to be valid. It appears to the Court that the

1 Settlement is fair, adequate, and reasonable as to the LWDA and Aggrieved Employees
2 when balanced against the probable outcome of further litigation relating to liability and
3 penalty amount issues. It also appears that investigation and research into the claims,
4 liability, and damages have been conducted so that counsel for the Plaintiff, acting as agent
5 for the LWDA, is able to reasonably evaluate his positions. It appears to the Court that
6 settlement at this time will avoid substantial additional costs by all Parties, as well as avoid
7 the delay and risks that would be presented by the further prosecution of the litigation. It
8 also appears that settlement has been reached as a result of intensive, serious, and non-
9 collusive arm's length negotiations;

10 2. Notice given to the LWDA was adequate, as the proof of service supplied with
11 Plaintiff's motion indicates that the Settlement was provided to the LWDA at the same time
12 it was provided to the court in accordance with Labor Code section 2699 subdivision (1)(2).

13 3. The amount of \$7,500 is a fair and reasonable enhancement payment to Plaintiff in
14 exchange for a release of individual claims against Defendant and as compensation for the
15 additional risk, time, and efforts prosecuting this action.

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17 ORDER AND JUDGMENT:

18 In accordance with the above, it is HEREBY ORDERED THAT:

19 Plaintiff's motion for approval is GRANTED. Judgement is hereby entered for
20 PLAINTIFF on behalf of himself and the Aggrieved Employees, and against DEFENDANT.
21 Plaintiff and the Aggrieved Employees and the State of California shall take from the complaint
22 only the relief set forth in the Settlement Agreement (incorporated herein by reference). Plaintiff's
23 Counsel shall recover \$9,989.76 in costs and \$52,500 in attorney fees. The Settlement
24 Administrator shall recover \$3,000 in administration costs. Pursuant to the Settlement Agreement,
25 the Court retains jurisdiction over the Parties to enforce the terms of the Settlement Agreement and
26 the final order and judgment.

27 The Settlement Administrator shall distribute the Net Settlement Amount as contemplated
28 in the Settlement Agreement within 10 business days of the Effective Date, as defined in the

1 Agreement. All Individual Settlement Payments that remain uncashed after 120 days of the
2 mailing of the Settlement Payment checks shall be deposited in the California Secretary of State's
3 Unclaimed Property Division in the name of the individual who appears on the check.

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5 IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

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8 Date:

Hon. Bret Hillman

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