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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

VIRGILIO MENDIOLA, an individual,
individually and on behalf of the State of
California and other current or former
employees,

Plaintiff,

vs.

NATIONAL PRESORT LP, and DOES 1-20,
inclusive,

Defendants.

Case No. 22CV014885

~~REVISED PROPOSED~~ ORDER
GRANTING MOTION FOR APPROVAL
OF PAGA SETTLEMENT, ATTORNEYS'
FEES & COSTS, AND SETTLEMENT
ADMINISTRATION COSTS

Date: February 28, 2024
Time: 3:00 p.m.
Location: Department 20

Before the Honorable Karin Schwartz

1 **PROPOSED ORDER**

2 Having reviewed Plaintiff's Motion for Approval of PAGA Settlement, Attorneys' Fees &
3 Costs, and Settlement Administrator Costs, the Declaration of Marco A. Palau, and the exhibits
4 attached thereto, the record and papers submitted in this matter, and the oral argument provided at
5 the hearing, the Court hereby **ORDERS** that:

6 1. All terms used for purposes of this Order that are not otherwise defined, shall have
7 the same meaning as given in the parties' PAGA Settlement Agreement ("Settlement");

8 2. The Private Attorneys General Act ("PAGA") settlement, including the amount of
9 civil penalties allocated to the California Labor and Workforce Development Agency ("LWDA"),
10 is approved. Plaintiff, by and through his counsel, have satisfied the standards and applicable
11 requirements for approval of the settlement of a claim for civil penalties brought under the
12 PAGA, California Labor Code section 2698, *et seq.*

13 3. The Court confirms approval of the Settlement as to the following group of
14 individuals, collectively referred to in the Parties' Settlement Agreement as the "Aggrieved
15 Employees": all individuals who are, or previously were, employed by National Presort LP in
16 California and classified as a non-exempt employee during the time period of May 18, 2021
17 through the date the Court grants approval of the PAGA Settlement."

18 4. This Court has jurisdiction over the subject matter of this litigation, over all
19 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
20 under the Settlement.

21 5. Pursuant to the Settlement Agreement, upon the Effective Date, Plaintiff, The State
22 of California, and all Aggrieved Employees shall be bound by the following release: any and all
23 claims under PAGA which were asserted in the Action, or which could have been asserted in the
24 Action based on the facts pleaded in the Complaint, for and relating to the Released Parties'
25 alleged violations of California Labor Code, including sections 201, 202, 203, 204, 210, 223,
26 225.5, 226, 226.3, 226.7, 226.8, 246, 246.5, 247, 247.5, 248.5, 256, 510, 512, 558, 1102.5, 1174,
27 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 6310 and 6400, and the provisions of the
28 applicable IWC Wage Order that accrued during the PAGA Period. The Court agrees to retain

jurisdiction to enforce the settlement pursuant to CCP section 664.6 and the parties' stipulation for the Court to do so in Section 5.16 of the Settlement Agreement.

6. The Court finds that the Total Settlement Amount and the methodology used to calculate and pay each Settlement Share, in accordance with the Settlement, are fair and reasonable. Defendant National Presort LP. shall pay a non-reversionary Gross Settlement Amount of \$30,000 pursuant to this PAGA Settlement. From this balance of the Gross Settlement Amount, the following payments shall be made:

7. \$10,000, or thirty-three and one-third percent (33%) of the Gross Settlement Amount, shall be allocated as the Attorneys' Fees Award; the settlement administrator shall pay Plaintiffs' counsel \$7,500 of the settlement proceeds as payment for attorneys' fees incurred at the same time the other settlement funds are distributed. The remaining \$2,500 allocated to the Attorneys' Fees Award shall be retained by the settlement administrator pending the November 21, 2024 compliance hearing;

8. \$3,372.50 of the Gross Settlement Amount shall be allocated as the reasonable litigation costs incurred by Plaintiff's counsel;

9. \$1,975.00 of the Gross Settlement Amount shall be paid to Phoenix Class Action Administrators as Settlement Administration Costs to administer the settlement;

10. The remaining balance of the Settlement (the \$14,652.50 Net Settlement Amount or PAGA civil penalties) available for distribution to the Aggrieved Employees and the LWDA is arrived at after deducting the aforementioned sums from the Gross Settlement Amount. Pursuant to Labor Code section 2699(i), the Net Settlement Amount will be distributed in the following way: seventy-five percent (75%), or \$10,989.38, to the LWDA and twenty-five percent (25%), or \$3,663.12, to the Aggrieved Employees. The twenty-five percent (25%), or \$3,663.12, of the PAGA Settlement Amount allocated to the Aggrieved Employees shall be distributed on a pro-rata basis based on the relative number of pay periods worked by the Aggrieved Employees employed by Defendant in California during the PAGA Period (May 18, 2021 to the date the Court approves the settlement); The Court directs the Settlement Administrator to distribute checks to the Aggrieved Employees pursuant to the terms of the Settlement Agreement. Checks

1 for the Settlement Shares sent to Aggrieved Employees shall be valid for one hundred eighty
2 (180) days after issuance. Funds remaining from any checks for Settlement Shares uncashed after
3 one hundred eighty (180) days will be disbursed to the California State Controllers' Office
4 Unclaimed Property Fund.

5 11. Without affecting the finality of this Order or the Judgment entered thereon, the
6 Court retains jurisdiction over the Parties, the LWDA, Plaintiff and the Aggrieved Employees in
7 this matter relating to the interpretation, administration, implementation, effectuation and
8 enforcement of the Order and Settlement Agreement.

9 12. Judgment in this matter is hereby entered in accordance with the foregoing, and
10 this Order and Judgment shall be the final disposition of this matter in its entirety.

11 13. Except as otherwise provided in the Settlement Agreement, the Parties are to bear
12 their own costs and attorneys' fees.

13 14. Plaintiffs are directed to submit a copy of this order to the LWDA within ten (10)
14 days of the date of this Order.

15 15. Upon entry of this Order, this Action (Alameda Superior Court Case No.
16 22CV014885) is dismissed with prejudice.

17 16. The Court schedules a compliance hearing for November 21, 2024, at 3:00 p.m. in
18 Department 20.

19 17. By no later than November 5, 2024, Plaintiff shall file and serve a declaration from
20 the Settlement Administrator attesting that the settlement proceeds have been distributed pursuant
21 to the terms of the Settlement Agreement.

22
23 **IT IS SO ORDERED.**

24 Dated: 02/29/2024

25 
26 Hon. Karin Schwartz
27 Judge of the Superior Court
28 Karin Schwartz / Judge

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PROOF OF SERVICE

STATE OF CALIFORNIA)
)
)
)
COUNTY OF ALAMEDA)

ss.

I am over the age of 18 and not a party to the within action. I am performing the service described herein on behalf of Advocates for Worker Rights, LLP, located at 212 9th St., Ste. 314, Oakland, California 94607.

On February 28, 2024, I served the documents described as:

- **[Revised Proposed] Order Granting Motion for Approval of PAGA Settlement, Attorneys' Fees & Costs, and Settlement Administration Costs**

on Interested Parties at the following address(es):

Catherine M. Lee
3 Harbor Drive, Suite 200
Sausalito, CA 94965
Catherine.lee@aalrr.com
(628) 234-6200

Geoffrey D. La Val
4275 Executive Square, Suite 700
La Jolla, California 92037-1477
Geoffrey.laval@aalrr.com
(858) 485-9412

Camille F. Galanto
4275 Executive Square, Suite 700
La Jolla, California 92037-1477
Camille.galanto@aalrr.com
(858) 673-2709

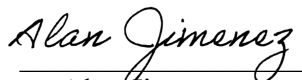
Attorneys for Defendant National Presort LP

☐ BY PERSONAL DELIVERY: at the above address to _____.

☐ BY MAIL: I am familiar with the firm's practice of collecting and processing correspondence for mailing in the ordinary course of business. Under that practice, mail is deposited with the U.S. Postal Service on the day of service with postage thereon fully prepaid in Oakland, California. I deposited the document(s) described above in the U.S. Mail with postage paid on the service date.

☒ BY EMAIL: I transmitted the document(s) described above by email to the email address (es) of the attorney (s) for Defendant (s) in this action: Catherine M. Lee at Catherine.lee@aalrr.com, Geoffrey D. La Val at Geoffrey.laval@aalrr.com and Camille F. Galanto at Camille.galanto@aalrr.com

1 [X] STATE: I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on February 28, 2024.

3 
4 Alan Jimenez