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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CEOMARA SALAZAR, an individual,

Plaintiff,

v.

ANDRADE FINANCIAL, a California
corporation; JOHN ANDRADE, an individual;
MICHELLE ANDRADE, an individual; and
DOES 1 through 20, inclusive;

Defendants.

Case No. 22STCV13812

[Hon. Stephanie M. Bowick; Dept. 19]

**[PROPOSED] ORDER GRANTING COURT
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT ON PAGA
CLAIMS**

*[Filed concurrently with Plaintiff Ceomara
Salazar's Notice of Motion and Unopposed
Motion for Court Approval of PAGA Settlement;
Memorandum of Points and Authorities;
Declaration of Sarkis Sirmabekian; and
Declaration of Sarkis Sirmabekian in Support of
Attorneys' Fees and Costs]*

RESERVATION ID: 750659859147

Complaint Filed: April 26, 2022
Trial Date: June 18, 2024

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1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 The Court hereby ORDERS the following:

- 3 1. GOOD CAUSE appearing, Plaintiff's Unopposed Motion for Court Approval of
4 PAGA Settlement was GRANTED;
- 5 2. The Court enters judgment on the settlement of the PAGA action, with the Court
6 retaining jurisdiction over the parties to enforce the settlement until performance in full
7 of the terms of the settlement per Code of Civil Procedure 664.6;
- 8 3. The Court dismisses, with prejudice, the individual claims of Plaintiff Ceomara Salazar.
- 9 4. Andrade Financial, Inc. shall pay Ten Thousand Dollars (\$10,000), and no more, in
10 satisfaction of its obligations under the Settlement Agreement.
- 11 5. The PAGA gross settlement in the total amount of Ten Thousand Dollars (\$10,000)
12 ("PAGA Gross Settlement Amount") is fair, adequate and reasonable as follows:
- 13 A. Both sides are represented by experienced counsel. The total gross settlement amount
14 of \$10,000 is a reasonable compromise based on claims of penalties for eleven (11)
15 aggrieved employees from May 6, 2021 through May 31, 2023 ("PAGA Period").
- 16 B. Of the \$10,000 PAGA Gross Settlement Amount, the Settlement Agreement provides
17 that one-third, or \$3,333.33, will be paid to Plaintiff's counsel for attorney's fees.
18 Attorney fees of \$3,333.33 are reasonable. Similar settlements frequently allocate one
19 third of the total to attorney fees. (See, e.g., Laffitte v. Robert Half Internat. Inc. (2016) 1
20 Cal.5th 480.).
- 21 C. \$1,500.00 will be paid to cover Plaintiff's PAGA costs and \$2,500.00 will be paid for
22 settlement administration costs. After subtracting these amounts for attorney's fees, costs,
23 settlement administration costs, and the enhancement fee, \$2,666.67 of the PAGA Gross
24 Settlement Amount remains.
- 25 D. "Phoenix - Class Action Administration Solutions" is selected to serve as the PAGA
26 Settlement Administrator and shall abide by the terms of the PAGA Settlement.
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1 E. The total sum of \$2,666.67 (the “PAGA Net Settlement Amount” or “PNSA”), to be
2 classified for tax purposes as civil penalties (“Civil Penalty Allocation”), unless
3 otherwise required by law, and shall be distributed as follows:

4 a. Seventy-Five Percent (75%) of the Civil Penalty Allocation, (\$2,000.03), shall be
5 paid to the LWDA, which represents civil penalties payable to the LWDA under the
6 PAGA, Labor Code section 2698, et seq.;

7 b. Twenty Five Percent (25%) of the Civil Penalty Allocation, (\$666.67), (the
8 “Aggrieved Employee Amount”) shall be paid to the PAGA Members, pursuant to Labor
9 Code § 2699(i), divided amongst PAGA Members based on each PAGA Member’s
10 respective number of pay periods worked for Defendants in California during the PAGA
11 Period;

12 F. This Court shall retain jurisdiction to enforce the terms of the PAGA Settlement
13 Agreement pursuant to California Code of Civil Procedure Section 664.6.

14 6. Pursuant to Labor Code Section 2699(l)(3), Plaintiff’s counsel must serve this
15 Judgment on the LWDA.

16 7. Effective on the date this Judgment is entered, the “Aggrieved Employees,” as that
17 term is defined in the Settlement Agreement, shall be deemed to have released Defendants Andrade
18 Financial, Inc., John Andrade, and Michelle Andrade, as follows:

19 8. All Aggrieved Employees are deemed to release, on behalf of themselves and their
20 respective former and present representative, agents, attorneys, heirs, administrators, successors, and
21 assigns, the Released Parties from all claims under PAGA during the PAGA Period that were
22 alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint
23 and the PAGA Notice.

24 **IT IS SO ORDERED.**

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27 DATED: _____

28 _____
HON. STEPHANIE M. BOWICK
Judge of the Superior Court

(§ 1013a, 2015.5 C.C.P.)

SERVICE LIST

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Labor and Workforce Development Agency ("LWDA") Department of Industrial Relations Attn. PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, California 94612	<i>Labor and Workforce Development Agency: filed/served online at:</i> <u>https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html</u>