

JUL 12 2019

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

ELMAR GARCIA, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiff,

vs.

TRACTOR SUPPLY COMPANY, a Tennessee
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. MCC1600273

Hearing Date: July 19, 2019
Time: 8:30 a.m.
Place: Dept. 06
Judge: Hon. Sunshine S. Sykes
[Assigned for all purposes]

**[AMENDED PROPOSED] ORDER
GRANTING MOTION FOR APPROVAL
OF SETTLEMENT AND ORDER OF
DISMISSAL**

[Assigned for all purposes to
The Honorable Sunshine S. Sykes, Dept. 06]

Action Filed: April 4, 2016
Trial Date: None

1
2 The motion to approve settlement (the "Motion") of Plaintiff Elmar Garcia's action (the
3 "Action") to recover penalties recoverable under the California Labor Code Private Attorney
4 General Act, Cal. Labor Code section 2698 et seq. ("PAGA"), came for hearing in Department 6 of
5 this Court on July 19, 2019. Having reviewed and considered the Motion and supporting
6 declarations and supplemental briefing in support thereof, and finding good cause therefore, the
7 Court finds that:

8 1. The California Labor Workforce and Development Agency has been given proper
9 notice of this proposed settlement, in accordance with Labor Code section 2699(1)(2), and has
10 expressed no objection, and no other party has standing to object, nor has any other party done so.

11 2. Settlement of Plaintiff's claims under PAGA for \$450,000, inclusive of attorney's
12 fees, litigation costs, a general release payment to Plaintiff and settlement administration costs is in
13 all respects, fair, adequate, and reasonable, and was reached as a result of intensive, serious and
14 non-collusive arm's length negotiations.

15 3. Reduction of the penalties paid in this Action pursuant to this Order and Labor Code
16 section 2699(e)(2) is appropriate to prevent an unjust, arbitrary and oppressive, or confiscatory
17 result.

18 4. Under the terms of the Amended PAGA Settlement Agreement (the "Agreement")
19 between the parties, was filed with the Court on April 23, 2019 as an attachment to the Declaration
20 of Raul Perez, and in light of Defendant's potential exposure, an award of attorney's fees and costs
21 to Plaintiff's counsel in the amount of \$227,000 falls within the range of reasonableness and the
22 results achieved in this Action justify the award.

23 5. Defendant properly submitted the proposed Settlement Agreement to the Labor and
24 Workforce Development Agency at the same time it was submitted to this Court in compliance
25 with Labor Code section 2699(1)(2).

26 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

27 1. The Motion is GRANTED and the Court approves that \$450,000, inclusive of
28 attorney's fees, litigation costs, a general release payment to the named plaintiff and settlement

1 administration costs be allocated to resolve Plaintiff's claims under PAGA in this Action, and shall
2 be distributed as follows:

- 3 a. Approximately \$150,375 will be paid to the LWDA as its 75% share of
4 assessed penalties recoverable under PAGA, as provided in the Agreement;
- 5 b. \$227,000 will be paid to Plaintiff's counsel as reasonable attorney's fees and
6 litigation costs, as provided in the Agreement;
- 7 c. \$7,500 will be paid to Plaintiff as consideration for his general release of
8 claims in favor of Defendant (the "General Release Payment"), as provided
9 in the Agreement.
- 10 d. Approximately \$15,000 will be paid to ILYM Group, Inc., as settlement
11 administration costs, as provided in the Agreement.
- 12 e. Approximately \$50,125 will be paid to the aggrieved employees as their
13 25% share of assessed penalties recoverable under PAGA, exclusive of the
14 General Release Payment, as provided in the Agreement, and as follows:
 - 15 i. Within the time limits set forth in the Agreement, Defendant will
16 provide the Settlement Administrator with a complete list of all
17 Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved
18 Employee List will include each Aggrieved Employees full name;
19 most recent mailing address and telephone number; Social Security
20 number; the respective number of pay periods during which each
21 Aggrieved Employee worked during the Settlement Period; and any
22 other relevant information needed to calculate settlement payments.
23 The Aggrieved Employee List shall not be disclosed to Plaintiff or
24 Plaintiff's Counsel.
 - 25 ii. Within the time limits set forth in the Agreement, Defendant will
26 deposit \$450,000 into a Qualified Settlement Fund to be established
27 by the settlement administrator selected by the parties in the
28 Agreement.

1 iii. Within the time limits set forth in the Agreement, the settlement
2 administrator will issue all payments provided in this Order. The
3 payments will be calculated as provided in this Order, and, in the
4 case of the alleged aggrieved employees, as provided in the
5 Agreement.

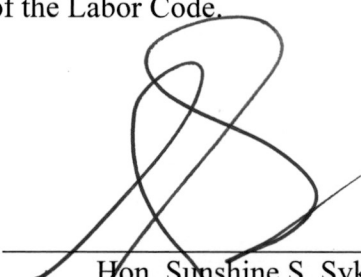
6 2. The Court approves and incorporates by reference all of the terms and conditions of
7 the Agreement (as defined above), including, without limitation, (i) the release of the Settled
8 Claims (paragraph 29 of the Agreement) and (ii) Plaintiff's general release of claims against
9 Defendant (paragraph 21 of the Agreement), and directs the implementation of all remaining terms,
10 conditions and provisions of the Agreement in accordance with its terms.

11 3. The Court shall retain jurisdiction over this matter until the final payment is made
12 and all obligations in the Agreement are satisfied.

13 4. This Action is dismissed with prejudice as to Plaintiff Elmar Garcia and without
14 prejudice as to all other alleged aggrieved employees. This dismissal does not extend to or
15 otherwise affect the ability of an aggrieved employee to bring individual, non-representative claims
16 against the defendant for alleged violations of the Labor Code.

17
18 IT IS SO ORDERED.

19
20 DATE: 7/19/19



Hon. Sunshine S. Sykes
Judge of the Superior Court

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On **July 12, 2019**, I served the document(s) described as: **[AMENDED PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF SETTLEMENT AND ORDER OF DISMISSAL** on the interested parties in this action by sending [] the original [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

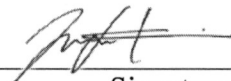
Christopher W. Decker
Kathleen J. Choi
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, California 90071
Facsimile: 213.239.9045

Attorneys for Defendants
TRACTOR SUPPLY COMPANY

- (X) **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- () **BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope, by hand via ProLegal Network to the offices of the addressee(s) named herein.
- (X) **BY EMAIL:** I hereby certify that I emailed a electronic copy to counsel of record at Christopher.Decker@ogletreedeakins.com and Kathleen.Choi@ogletreedeakins.com
- (X) **BY UPLOAD:** I hereby certify that the [Amended Proposed] Order Granting Motion for Approval of Settlement and Order of Dismissal was uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site https://dir.tfaforms.net/209
- () **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

Executed on **July 12, 2019**, at Los Angeles, California.

Min Jee Kim
Type or Print Name


Signature