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10 and all Aggrieved Employees

11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF MONTEREY**
13

14 MARIA ELENA VILLALOBOS, an
15 individual; on behalf of herself and all
16 Aggrieved Employees,

17 Plaintiffs,
18 v.

19 PEGGY DAY ENTERPRISES, INC. a
20 California corporation; MARGARET A.
HENEKS, an individual; and
DOES 1-100, inclusive,

21 Defendants.
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Case No.: 22CV002959

[Hon. Carrie M. Panetta]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF SETTLEMENT OF
REPRESENTATIVE PAGA CLAIMS**

Filed concurrently herewith:

- **MOTION AND MEMORANDUM OF POINTS AND AUTHORITIES;**
- **DECLARATION OF JOHN A. VAN HOOK (AND EXHIBITS 1-3);**

Date:

Time:

Dept.: 14

1 **[PROPOSED] ORDER**

2 Plaintiff's Motion for Approval of Settlement of PAGA Claims (the "Motion") came
3 before this Court for hearing on _____. The Court, having reviewed and
4 considered the Motion, its accompanying memoranda, exhibits submitted in support thereof,
5 including the PAGA Settlement Agreement (the "Settlement Agreement"), and having heard
6 argument regarding the Motion, and the file in the action, finds that the Motion should be, and
7 hereby is, GRANTED and JUDGMENT IS HEREBY ENTERED according to the terms of this
8 Order.

9 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that:

10 The Parties to the Settlement Agreement, Plaintiff Maria Elena Villalobos ("Plaintiff")
11 and Defendants Peggy Day Enterprises, Inc. and Margaret A. Heneks ("Defendants"), are hereby
12 ORDERED to take all steps necessary to timely effectuate the terms of the Settlement
13 Agreement as outlined in the Motion, including the following:

14 Phoenix Settlement Administrators (the "PAGA Settlement Administrator") are hereby
15 appointed to carry out the settlement administration functions of this PAGA Settlement,
16 including calculation and issuance of payments and distribution of the PAGA Notice.

17 On or before September 17, 2023, Defendants shall deposit Twenty-five Thousand
18 Dollars and No/100 Cents (\$25,000.00) with the Settlement Administrator.

19 On or before December 16, 2023, Defendants shall deposit the remaining Twenty-five
20 Thousand Dollars and No/100 Cents (\$25,000.00) with the Settlement Administrator.

21 On or before December 16, 2023, Defendants shall provide the PAGA Settlement
22 Administrator with the PAGA Member List, which shall be used solely for the administration of
23 this PAGA Settlement and for no other purpose, and which shall not be shared with any persons
24 or entity not employed by the PAGA Settlement Administrator and working on the
25 administration of this PAGA Settlement.

26 On or before January 13, 2024, the PAGA Settlement Administrator shall cause all
27 Settlement Payments to be paid, including the payment to the LWDA, the payment to the
28 Aggrieved Employees, and the payments to Plaintiff's Counsel for the approved attorney's fees

1 and costs.

2 From the Gross Settlement Fund of \$50,000, the following amounts will be paid, with
3 such payments issued by the Settlement Administrator:

- 4 • Plaintiff's Counsel's attorney's fees of almost 1/3 of the Gross PAGA Settlement
5 Amount (\$16,500.00);
- 6 • Reimbursement of Plaintiff's Counsel's out-of-pocket litigation expenses of \$4,336;
7 and
- 8 • PAGA Settlement administration expenses of \$3,500.
- 9 • This results in an estimated Net PAGA Settlement Amount of \$25,664.00 (comprised
10 of the Gross PAGA Settlement Fund, minus requested fees, costs, and PAGA
11 settlement administration expenses). As required by PAGA, 75% of the Net PAGA
12 Settlement Fund shall be paid to the LWDA and the remaining 25% of the Net PAGA
13 Settlement Fund will be distributed among the Aggrieved Employees on a pro-rata
14 basis according to their pay periods during the relevant time period. "Aggrieved
15 Employees" are defined as all individuals that were employed by Defendant Peggy
16 Day Enterprises, Inc. as non-exempt employees in the State of California, at any time
17 between June 16, 2021, and April 20, 2023. Defendants' data as of April 20, 2023,
18 indicated approximately 181 current and former Aggrieved Employees and a total of
19 approximately 2,352 pay periods. Pursuant to the PAGA Settlement Agreement, the
20 2,352 pay periods shall be subject to a 10% buffer, meaning that no additional
21 consideration shall be necessary if the total number of weekly pay periods in the
22 Aggrieved Employee Data is not greater than 2,587 (110% of 2,352). If the total
23 number of weekly pay periods is greater than 2,587, then the Gross PAGA Settlement
24 Amount shall be increased by a pro-rata amount for those pay periods greater than
25 2,587.

26 This action shall be dismissed with prejudice, with this Court retaining jurisdiction to
27 enforce the terms of this Order.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

Hon. Carrie M. Panetta
Superior Court Judge