

1 John A. Van Hook (SBN 205067)  
2 VAN HOOK LAW FIRM  
3 14156 Magnolia Blvd, Suite 200,  
4 Sherman Oaks, California 91423  
Telephone: (310) 592-5884  
Email: john@vanhooklawfirm.com

5 Adrian Byrne (SBN 304020)  
6 THE BYRNE LAW GROUP  
7 8605 Santa Monica Blvd., Suite 48497  
8 West Hollywood, CA 90069  
Telephone: (800) 805-4002  
Email: adrian@thebyrnelawgroup.com

9 Attorneys for Plaintiff Maria Elena Villalobos  
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.  
22  
23  
24  
25  
26  
27  
28

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: December 1, 2023

Time: 8:30am

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 December 1, 2023. The Court, having reviewed and considered  
4 the Motion, its accompanying memoranda, exhibits submitted in support thereof, including the  
5 PAGA Settlement Agreement (the "Settlement Agreement"), and having heard argument  
6 regarding the Motion, and the file in the action, finds that the Motion should be, and hereby is,  
7 GRANTED and JUDGMENT IS HEREBY ENTERED according to the terms of this Order.

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

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

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

16 On or before September 17, 2023, Defendants shall deposit Twenty-five Thousand  
17 Dollars and No/100 Cents (\$25,000.00) with the Settlement Administrator. However, in the  
18 event that this motion is granted after September 17, 2023, Defendants' *first* payment of  
19 \$25,000.00 shall be due no later than 14 days after the signing of this Order.

20 On or before December 16, 2023, Defendants shall deposit the remaining Twenty-five  
21 Thousand Dollars and No/100 Cents (\$25,000.00) with the Settlement Administrator. However,  
22 in the event that this motion is granted after December 16, 2023, Defendants' *second* payment of  
23 \$25,000.00 shall be due no later than 14 days after the signing of this Order.

24 On or before December 16, 2023, (or 14 days after the signing of this Order if this motion  
25 is granted after December 16, 2023), Defendants shall provide the PAGA Settlement  
26 Administrator with the PAGA Member List, which shall be used solely for the administration of  
27 this PAGA Settlement and for no other purpose, and which shall not be shared with any persons

1 or entity not employed by the PAGA Settlement Administrator and working on the  
2 administration of this PAGA Settlement.

3 On or before January 13, 2024, (or 30 days after the signing of this Order if this motion is  
4 granted after December 16, 2023), the PAGA Settlement Administrator shall cause all Settlement  
5 Payments to be paid, including the payment to the LWDA, the payment to the Aggrieved  
6 Employees, and the payments to Plaintiff's Counsel for the approved attorney's fees and costs.

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

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

1 Amount shall be increased by a pro-rata amount for those pay periods greater than  
2 2,587.

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

5

6 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

7

8

9 Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Carrie M. Panetta  
Superior Court Judge

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28