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Attorneys for Plaintiffs Rosalba Rios, Juan Sosa, and Fenix Valle, on behalf of themselves and all
“aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

ROSALBA RIOS, JUAN SOSA, AND FENIX
VALLE, on behalf of themselves and all
“aggrieved employees” pursuant to Labor Code §
2698 *et seq.*,

Plaintiffs,

v.

PASCHEN MANAGEMENT CORPORATION,
a California corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 56-2022-00570446-CU-OE-VTA
Assigned to the Hon. Mark S. Borrell, Dept. 40

**[PROPOSED] ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AWARDING ATTORNEYS’ FEES,
COSTS, SERVICE AWARD PAYMENTS,
AND REIMBURSEMENT OF
SETTLEMENT ADMINISTRATION
EXPENSES, AND DISMISSING ACTION
WITH PREJUDICE**

**Date: March 13, 2024
Time: 8:30 A.M.
Dept.: 40**

Complaint Filed: September 26, 2022

Plaintiffs Rosalba Rios, Juan Sosa, and Fenix Valle (“Plaintiffs”) Motion for an Order: (1) granting approval of the proposed settlement of claims brought pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698 *et seq.*) (“PAGA”) set forth in the Parties’ Settlement Agreement and Release of Private Attorneys General Act Claim (the “Settlement” or “Settlement Agreement”); (2) appointing Phoenix Settlement Administrators (“Phoenix”) as the Settlement Administrator and approving payment of its fees not to exceed \$10,750 from the Gross Settlement Amount; (3) directing disbursement of the Gross Settlement Amount pursuant to the terms of the Settlement Agreement; (4) directing payment of attorneys’ fees and litigation costs from the Gross Settlement Amount not to exceed \$124,589.40 to Counsel for Plaintiffs; (5) directing a Service Award Payment from the Gross Settlement Amount in the amount of \$7,000 to each Plaintiff; and (6) dismissing this Action with prejudice, came on for hearing before this Court in Department 40, the Honorable Mark S. Borrell presiding, on March 13, 2024. Appearances were noted on the record.

Having reviewed the Settlement Agreement and duly considered the Parties' papers and oral argument, and good cause appearing,

THE COURT HEREBY ORDERS AS FOLLOWS:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement, which is attached to the Declaration of Daniel F. Gaines as **Exhibit C**.

2. This Court has jurisdiction over the claims of the PAGA Members and the State of California asserted in this proceeding and over all parties to the Action.

3. The Court finds that the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law. The Court finds that the Gross Settlement Amount of \$315,000 represents a fair compromise of the claims alleged in the Action, considering the maximum potential value of the claims asserted and the risks inherent in further litigation.

4. The Court has considered the authorities and evidence presented by Plaintiffs and based thereon hereby approves the following awards and deductions from the Gross Settlement Amount:

a. To Plaintiffs' Counsel, Gaines & Gaines, APLC, an award of attorneys' fees of 35% of the Gross Settlement Amount (i.e., \$110,050) and \$14,539.40 in reimbursement of litigation costs. The Court finds that these amounts are fair and reasonable and commensurate with applicable California law.

b. To Plaintiffs Rosalba Rios, Juan Sosa, and Fenix Valle, a Service Award Payment of \$7,000 each. The Court finds that both the time and effort that Plaintiffs spent on behalf of other PAGA Members and the State, as well as their full general release of all claims, justifies these payments.

c. To Phoenix Settlement Administrators, the settlement administrator, a payment of up to \$10,750 to administer the Settlement through its conclusion, including disbursement of the Gross Settlement Amount and all tax reporting associated therewith.

5. The amount remaining of the Gross Settlement Amount following these deductions is the Net Settlement Amount of approximately \$158,660.60. The Net Settlement Amount shall be distributed 75% to the Labor and Workforce Development Agency and 25% to the PAGA Members.

6. The Court finds that the Settlement has been provided to the LWDA as required by PAGA and Labor Code section 2699, subdivision (1)(2), in particular.

7. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

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1 8. The Court retains jurisdiction to enforce the Settlement Agreement pursuant to
2 Code of Civil Procedure § 664.6 and as otherwise allowed by law.

3 9. This Action is DISMISSED WITH PREJUDICE.

4 **IT IS SO ORDERED.**

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6 Dated: _____

JUDGE OF THE SUPERIOR COURT

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