

Joshua D. Gruenberg, Esq. SB #163281
Pamela Vallero, Esq. SB #308301
Katherine Krebs Esq. SB #339223
GRUENBERG LAW
2155 FIRST AVENUE
SAN DIEGO, CALIFORNIA 92101-3542
TELEPHONE: (619) 230-1234
TELECOPIER: (619) 230-1074

Attorneys for Plaintiff
**JESUS CRUZ MOLINA, MARCIA
PAZ, NELSON PAZ, and RONALD
PAZ**, individually, and on behalf of
other members of the general public
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

JESUS CRUZ MOLINA, an individual; MARCIA PAZ, an individual; NELSON PAZ, an individual; RONALD PAZ, an individual; and on behalf of other members of the general public similarly situated	) Case No. 37-2022-00037368-CU-OE-CTL
	) [PROPOSED] ORDER APPROVING
	) PAGA SETTLEMENT & ENTRY OF
	) JUDGMENT NOTICE OF
	) PLAINTIFF'S <u>UNOPPOSED</u> MOTION
	) FOR PAGA SETTLEMENT
	) APPROVAL
Plaintiff,	)
v.	) Hearing Date: February 21, 2025
	) Hearing Time: 9:00 a.m.
ATC LOGISTICS, INC., a California	) Department: 2004
Corporation; and DOES 1 through 25, Inclusive,	) Judge: Hon. Timothy B. Taylor
Defendants.	)
	) Complied Filed: September 19, 2022
	) FAC Filed: December 13, 2022

Plaintiffs JESUS CRUZ MOLINA, MARCIA PAZ, NELSON PAZ, and RONALD PAZ's (collectively "Plaintiffs"), Motion for Approval of PAGA Settlement was heard by the Court on February 21, 2025. The Court having reviewed the Motion for Approval of PAGA Settlement, the PAGA Settlement Agreement and Release ("Settlement Agreement") attached as Exhibit A to the Declaration of Pamela Vallero filed with Plaintiffs' motion, the papers, the arguments of counsel, and other evidence and matters presented, and good cause appearing:

///

1 IT IS HEREBY ORDERED that the Plaintiffs' Motion of Approval of PAGA Settlement
2 is GRANTED, subject to the following findings and orders:

- 3 1. All terms used herein shall have the same meaning as defined in the Settlement
4 Agreement.
- 5 2. The Court hereby approves the terms set forth in the Settlement Agreement for the
6 settlement of PAGA claims in accordance with California Labor Code section 2699(1)(2),
7 and finds that the agreement is in all respects, fair, adequate, and reasonable and directs
8 the parties to effectuate the PAGA settlement, according to the term set forth in the
9 Settlement Agreement.
- 10 3. The Settlement Agreement is not an admission by Defendant or by any released party,
11 nor is this order a finding of the validity of any allegations, or have any wrongdoing by
12 Defendant, or at any other released parties. Neither this order, or the Settlement
13 Agreement, nor any document refer to hearing, nor any action taken to carry out the
14 Settlement Agreement, may be construed as, or may be used as, admission of fault,
15 wrongdoing, omission, concession, or liability whatsoever by or against Defendant, or
16 any of the released parties.
- 17 4. The Court authorizes the Settlement Administrator to calculate and pay the Individual
18 PAGA Payments, in accordance with the terms of the Settlement Agreement.
- 19 5. The Court approves the allocations and payment of Ninety Thousand Dollars (\$90,000)
20 for the compromise of claims brought under PAGA, to be paid in accordance with the
21 terms of the Settlement Agreement as follows:
 - 22 a. PAGA Counsel's attorney fees and costs of \$30,000;
 - 23 b. The remaining 75% of the PAGA Payment (\$43,500) will be paid to the State of
24 California Labor and Workforce Development Agency ("LWDA Payment"); and
25 the remaining 25% of the PAGA Payment (\$14,500) shall be distributed to the
26 Aggrieved Employees in accordance with the terms of the Settlement Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6. The Court further orders that the Plaintiff and the PAGA Settlement Members have released and forever discharged the released parties from and regarding the released claims for the PAGA Period, pursuant to the Settlement Agreement.
7. This Final Judgment is entered, pursuant to the Settlement Agreement, and is intended to effectuate the settlement as more fully described in the Settlement Agreement.
8. This Court maintains jurisdiction to adjudicate any matters related to this Order and Judgment and the Agreement pursuant to Code of Civil Procedure section 664.4.

Dated: _____ By _____
Hon. Timothy B. Taylor
Judge of the Superior Court