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Attorneys for Plaintiff, VICENTA SILLAS
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

VICENTA SILLAS on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

SUPER A FOODS, INC., a California
corporation, and DOES 1 through 50, inclusive,

Defendant

Case No.: 22STCV21864

ASSIGNED FOR ALL PURPOSES TO:
Judge: Hon. Elihu Berle
Dept.: 6

**[[PROPOSED] ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004;]**

HEARING DATE: NOVEMBER 29, 2023
TIME: 10:00 A.M.
DEPT.: 6

Plaintiff Vicenta Sillas ("Plaintiff") Unopposed Motion for an Order: (1) granting approval, pursuant to California Labor Code § 2698 *et seq.*, of the proposed settlement of claims set forth in the Parties' PAGA Settlement Agreement, (attached as Exhibit 1 to the Declaration of James Hawkins filed concurrently herewith in support of the Motion); (2) appointing ILYM Group, Inc., as the Settlement Administrator and approving payment of its fees from the Gross Settlement Fund; (3) directing disbursement of the Gross Settlement Amount pursuant to the terms of the Settlement Agreement; (4) requesting payment of attorneys' fees and litigation costs

[PROPOSED] ORDER

1 (“PAGA Counsel Fees Payment”) from the Gross Settlement Amount to Plaintiff’s Counsel; on
2 for hearing before this Court in Department 6, the Honorable Berle presiding, on November 29,
3 2023. Appearances were noted on the record.

4 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
5 oral argument, and good cause appearing,

6 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

7 1. All terms used herein shall have the same meaning as defined in the Parties’
8 PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”). A true and correct
9 copy of the Settlement Agreement is attached to the Declaration of James Hawkins filed
10 concurrently herewith as Exhibit 1.

11 2. This Court has jurisdiction over the claims of the Aggrieved Employees and the
12 State of California asserted in this proceeding and over all parties to the Action.

13 3. The Court finds that the Settlement was entered into in good faith, that the
14 Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and
15 applicable requirements for approval of PAGA representative actions under California law. The
16 Court finds that the Gross Settlement Amount of \$230,500 represents a fair compromise of the
17 claims alleged in the Action, considering the maximum potential value of the claims asserted and
18 the risks inherent in further litigation.

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

22 a. To Plaintiff’s counsel, James Hawkins, APLC, an award of \$67,833 in
23 attorneys’ fees and \$13,851 in costs. The Court finds that these amounts are fair and reasonable
24 and commensurate with applicable California law.

25 b. Appoint ILYM Group, Inc. the Parties’ proposed settlement administrator,
26 a payment of up to \$8,500 to administer the Settlement through its conclusion, including
27 disbursement of the Gross Settlement Amount and all tax reporting associated therewith.
28

1 5. The amount remaining of the Gross Settlement Amount following these
2 deductions is the Net PAGA Settlement Amount of approximately \$113,316. The Net PAGA
3 Settlement Amount shall be disbursed to the Labor and Workforce Development Agency and the
4 Aggrieved Employees pursuant to the terms of the Settlement Agreement. Specifically, the Gross
5 Settlement Amount will be distributed 75% to the Labor and Workforce Development Agency
6 and 25% to the Aggrieved Employees.

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

9 7. The Action is hereby DISMISSED WITH PREJUDICE.

10 8. After entry of this Order, pursuant to California Code of Civil Procedure section
11 664.6, the Court shall retain jurisdiction of the Action to construe, interpret, implement, and
12 enforce the Settlement Agreement and this Order.

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14 **IT IS SO ORDERED.**

15
16 DATED: _____

17 _____
18 THE HONORABLE EHILU BERLE
19 JUDGE OF THE SUPERIOR COURT
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