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

EDWIN RENDON, an individual

Plaintiff(s),

vs.

MOVISO ACADEMY, an unknown business
entity; CSG ENTERPRISES, LLC, a
California Limited Liability Company; THE
LEARNING SOURCE LLC, a California
Limited Liability Company; GLORIA Y.
GONZALEZ, an individual; and DOES 1
through 25, inclusive

Defendant(s).

Case No. 37-2022-00042482-CU-OE-CTL

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT & ENTRY OF
JUDGMENT NOTICE OF PLAINTIFF'S
UNOPPOSED MOTION FOR PAGA
SETTLEMENT APPROVAL**

Action Filed: October 21, 2022

Hearing Date: June 16, 2023
Hearing Time: 9:00 a.m.
Dept.: C-73
Judge: Hon. Joel R. Wohlfeil

Reservation Number: 2959558

1 Plaintiff Edwin Rendon's ("Plaintiff") Motion for Approval of PAGA Settlement was heard
2 by the Court on June 16, 2023, The Court having reviewed the Motion for Approval of PAGA
3 Settlement, the PAGA Settlement Agreement and Release (Settlement Agreement") attached as
4 Exhibit A to the Declaration of Katherine A. Dishongh filed with Plaintiff's motion, the papers, the
5 arguments of counsel, and other evidence and matters presented, and good cause appearing:
6

7 IT IS HEREBY ORDERED that the Plaintiff's Motion for Approval of PAGA Settlement is
8 GRANTED, subject to the following findings and orders:
9

- 10 1. All terms used herein shall have the same meaning as defined in the Settlement Agreement.
- 11 2. The Court here by approves the terms set forth in the Settlement Agreement for the
12 settlement of PAGA claims in accordance with Labor Code section 2699(1)(2), and find that
13 agreement is in all respects, fair, adequate, and reasonable and directs the parties to
14 effectuate the PAGA settlement, according to the term set forth in the Settlement
15 Agreement.
16
- 17 3. The Settlement Agreement is not an admission by Defendants or by any release party, nor is
18 this order a finding of the validity of any allegations, or have any wrongdoing by
19 Defendants, or at any other released parties. Neither this order, or the Settlement Agreement,
20 nor any document refer to hearing, nor any action taken to carry out the Settlement
21 Agreement, may be construed as, or may be used as, admission of fault, wrongdoing,
22 omission, concession, or liability whatsoever by or against Defendants, or any of the release
23 parties.
24
- 25 4. The Court authorizes the Settlement Administrator to calculate and pay the Individual
26 PAGA Payments, in accordance with the terms of the Settlement Agreement.
- 27 5. The Court awards CAC Services Group, LLC, the Settlement Administrator in this Actions
28 its fees and costs in the amount of One Thousand Dix-Hundred and Thirty (\$1,630) to be
paid from the Gross Settlement Amount.

6. The Court awards Plaintiff Edwin Rendon a Two-Hundred and Fifty Dollar (\$250) incentive award to be paid from the Gross Settlement Amount.
7. The Court approves the allocations and payment of Twelve Thousand Six Hundred and Ninety-Six Dollars (\$12,696) for the compromise of claims brought under PAGA, to be paid in accordance with the terms of the Settlement Agreement.
8. Under the terms of the Settlement Agreement, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency (“LWDA Payment”); the remaining amount of the PAGA Payment shall be distributed to the Aggrieved Employees in accordance with the terms of the Settlement Agreement.
9. Checks for Aggrieved Employee Individual PAGA Payments sent to Aggrieved Employees shall be valid for 180 days after issuance. Funds remaining from any checks for any Individual PAGA Payments uncashed after 180 days will be disbursed to the California State Controllers’ Office Unclaimed Property Fund.
10. The Court approves reasonable attorneys’ fees in the amount of \$4,232 to Plaintiff’s counsel in the Action.
11. The Court approves reasonable costs in the amount of \$760 to Plaintiff’s counsel in the Action.
12. Fees in the amount of \$4,232 and Costs in the amount of \$1,000 for a total of \$5,232.
13. The Court further orders that the Plaintiff and the PAGA Settlement Members have released in forever discharge the released parties from and regarding the released claims for the PAGA Period, pursuant to the Settlement Agreement.

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14. This Final Judgment is entered, pursuant to the Settlement Agreement, and as intended to Effectuate the settlement more fully described in a Settlement Agreement.
15. 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.

IT IS SO ORDERED.

Date_____

By_____
HONORABLE JOEL R. WOHLFEIL
JUDGE OF THE SUPERIOR COURT