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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SANTA CLARA**

13 **(UNLIMITED JURISDICTION)**

14 JOSE ANGEL LOPEZ,

15 *Plaintiff,*

16 vs.

17 MORENO & ASSOCIATES, INC.;

18 J ERNESTO MORENO; and

19 DOES 1 to 25, inclusive,

20 *Defendants.*

Case No.: 23CV422622

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Action filed: September 11, 2023

Hearing Date: July 17, 2024

Hearing Time: 1:30 p.m.

Hearing Dept: 19, Hon. Theodore C. Zayner

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 ("PAGA"), the Motion of Plaintiff Jose Angel Lopez ("Plaintiff") for Approval of Settlement
3 under PAGA came before this Court on July 17, 2024.

4 Plaintiff's Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in
6 relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the
7 letter to the Labor Workforce and Development Agency ("LWDA") dated December 15, 2022
8 (the "LWDA Letter"), on behalf of all persons within the State of California who are or were
9 employed by Defendants Moreno & Associates, Inc, and J Ernesto Moreno ("Defendant" or
10 "Moreno") from December 15, 2021 through Court approval of the Settlement Agreement (the
11 "PAGA Employees").

12 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review
13 and approve any settlement of any civil action filed pursuant to this part." Lab. Code §
14 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
15 Settlement Agreement, including the proposed PAGA penalties, under Labor Code §
16 2699(1)(2), having considered the papers filed in support of the proposed settlement and the
17 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

- 18 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 19 2. The Court finds in favor of settlement approval, and therefore approves the Settlement
20 of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and
21 other terms, as fair, just, reasonable, and adequate;
- 22 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of
23 California, by operation of this Order and Judgment hereby releases and forever discharges
24 Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all
25 Released Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiff's
26 Complaint, including any and all known and unknown claims for civil penalties under the Private
27 Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise;
- 28

1 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
2 State of California, and shall bar any claim under PAGA brought by any person, including the PAGA
3 Employees, on behalf of the State of California, as to the Released Claims and Released Parties;

4 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
5 Defendants are directed to make all payments required by the Settlement Agreement;

6 6. Under the Settlement Agreement, Defendants agree to pay a maximum sum of Three
7 Hundred Eighty Thousand Dollars (\$380,000.00) (the "Gross Settlement Amount"). The Gross
8 Settlement Amount is inclusive of payments to the LWDA and PAGA Employees, PAGA Counsel's
9 Attorneys' Fees and Costs, and Settlement Administration Costs. No portion of the Gross Settlement
10 Amount will revert to Defendants. Plaintiff's Counsel requests an award of attorney's fees of One
11 Hundred Thirty Three Thousand Dollars (\$133,000.00) and litigation costs of Ten Thousand One
12 Hundred Thirty Two Dollars and Four Cents (\$10,132.04). The settlement administrator Simpluris,
13 Inc., requests administration costs of Five Thousand Hundred Dollars (\$5,000.00). Defendants do not
14 oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate,
15 and approves each of these payments, and directs the Settlement Administrator to make the above
16 payments to payments from the Gross Settlement Amount as follows:

- 17 a. \$133,000.00 in attorney's fees to Messrelian Law Inc.;
- 18 b. \$10,132.04 in litigation costs to Messrelian Law Inc.;
- 19 c. \$5,000.00 in administration costs to Simpluris, Inc.; and
- 20 d. After deducting the foregoing payments, the estimated remainder of approximately
21 \$231,867.96 shall form the PAGA Penalties Fund.. Pursuant to Labor Code section 2699(i), the
22 PAGA Penalties Fund will then be distributed 75 percent (\$173,900.97) to the LWDA, and the
23 remaining 25 percent (\$57,966.99) to the PAGA Employees on a pro rata basis, as set forth in
24 the Settlement Agreement. The Court approves these payments, and directs the Settlement
25 Administrator to issue checks to the LWDA and PAGA Employees, along with the Notice of
26 PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties
27 as set forth in the Settlement Agreement.
28

1 7. The Court reserves exclusive and continuing jurisdiction over the Action and the
2 Parties under Code of Civil Procedure§ 664.6 for the purpose of supervising implementation,
3 enforcement, construction, administration, and interpretation of the Settlement Agreement.

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

5
6 DATED: _____

HON. THEODORE C. ZAYNER
JUDGE OF THE SUPERIOR COURT