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Clerk of the Superior Court
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*Attorneys for Plaintiffs Samantha Mendez and
Madison Key*

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

SAMANTHA MENDEZ, *et al.*

Plaintiffs,

v.

AE RETAIL WEST LLC, *et al.*

Defendants.

Case No. 37-2023-00014789-CU-OE-CTL

*Hon. Judy S. Bae
Dept. 62*

**Notice of Entry of Amended Order Granting
Approval of PAGA Action Settlement and
Attorneys' Fees and Costs and Entering
Judgment**

Action Filed: April 10, 2023

1 THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE TAKE
2 NOTICE THAT:

- 3 1. On September 25, 2025, at 9:10 a.m. in this Department, the Court entered the *Amended* Order
4 Granting Approval of PAGA Action Settlement and Attorneys' Fees and Costs and Entering
5 Judgment attached hereto as Exhibit 1.
6 2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.
7 3. A conformed copy of this Notice will be submitted to the LWDA via its online electronic portal
8 in accordance with Labor Code § 2699(s)(3).
9 4. Notice of the Court's final ruling and entry of judgment is hereby provided.

10
11 Dated: September 30, 2025

Ferraro Vega Employment Lawyers, Inc.

12
13 

Nicholas J. Ferraro

Lauren N. Vega

Mariela R. Romo

*Attorneys for Plaintiffs Samantha Mendez and
Madison Key*

EXHIBIT 1

FILED
San Diego Superior Court

SEP 25 2025

By: S. Christensen, Deputy

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

SAMANTHA MENDEZ, *et al.*

Plaintiffs,

vs.

AE RETAIL WEST LLC, *et al.*

Defendants.

Case No. 37-2023-00014789-CU-OE-CTL

Hon. Judy S. Bae
Dept. 62

***Amended [~~Proposed~~] Order Granting Approval
of PAGA Action Settlement and Attorneys'
Fees and Costs and Entering Judgment***

Motion for PAGA Approval Hearing:

Date: September 25, 2025

Time: 9:10 a.m.

[Filed concurrently with Plaintiffs' Notice of Motion and Motion for Approval of PAGA Action Settlement, Plaintiffs' Memorandum of Points and Authorities, Declaration of Nicholas J. Ferraro, Declaration of Raul Perez, Declaration of Samantha Mendez, and Declaration of Madison Key]

Action Filed: April 10, 2023

***Amended [~~Proposed~~] Order Granting Approval of PAGA Action Settlement
and Attorneys' Fees and Costs and Entering Judgment***

1 This matter came on for hearing on September 25, 2025 at 9:10 a.m. in Department 62 of the
2 above-captioned Court, the Honorable Judy S. Bae presiding, on Plaintiffs' Motion for Approval of
3 PAGA Action Settlement and Attorneys' Fees and Costs.

4 Having received and considered the Motions and supporting Memorandum of Points and
5 Authorities, Declaration of Nicholas J. Ferraro (and its exhibits), Declaration of Raul Perez, Declaration
6 of Samantha Mendez, Declaration of Madison Key, including the PAGA Settlement Agreement
7 ("Settlement"), the Court makes the following determinations and orders:

8 Plaintiffs' PAGA Notice, Plaintiffs' Complaint, and the Parties' fully executed long form
9 PAGA Settlement Agreement are incorporated by reference. Terms used in this Order are derived from
10 the PAGA Settlement Agreement. The PAGA Period is defined as January 30, 2022, through February
11 7, 2025. The PAGA Members means all non-exempt employees who worked for Defendants in
12 California during the PAGA Period.

13 Plaintiffs' Motion for Approval of PAGA Action Settlement and Attorneys' Fees and Costs is
14 **GRANTED** and approved pursuant to California Labor Code section 2699(s)(2). After the attorneys'
15 fees, individual representative service payment, costs, and administrator's expenses are deducted from
16 the Gross Settlement Amount, the Net Settlement Amount is ~~\$418,002.60~~ ^{\$433,002.60}, of which 75% (~~\$313,501.95~~ ^{\$324,751.95})
17 shall be distributed to the LWDA and the remaining 25% (~~\$104,500.65~~ ^{\$108,250.65}) shall be distributed to the
18 aggrieved employees as their share of PAGA penalties.

19 Accordingly, the \$750,000 gross settlement shall be distributed as follows:

- 20 ^{\$324,751.95}
21 ^{\$108,250.65} 1. ~~\$313,501.95~~ to the Labor and Workforce Development Agency for PAGA penalties
22 2. ~~\$104,500.65~~ to the PAGA Employees
23 3. \$8,000 to Plaintiff Mendez as PAGA Representative
24 4. \$8,000 to Plaintiff Key as PAGA Representative
25 5. \$2,000 to Plaintiff Mendez for her general release of all claims
26 6. \$2,000 to Plaintiff Key for her general release of all claims
27 7. \$249,975 to Plaintiffs' counsels for attorneys' fees
28 8. \$22,022.40 to Plaintiffs' counsels for costs
9. \$25,000 to the Settlement Administrator

1 Plaintiffs, Defendants, and the Settlement Administrator are ordered to carry out the terms of
2 the settlement in accordance with the Settlement Agreement.

3 Upon the Effective Date of this Order, Defendants and the Released Parties shall be entitled to
4 a full and complete release of the Released Claims from the PAGA Members and a full and complete
5 release from Plaintiff. The "Released Claims" for the PAGA Members are the PAGA claims alleged,
6 and/or could have been alleged, arising out of the facts alleged in Plaintiffs' Complaint and PAGA
7 Notice during the PAGA Period, including, without limitation, penalties predicated on the underlying
8 alleged violations for civil penalties under PAGA (Labor Code §§ 2698 *et seq.*).

9 This Settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
10 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
11 proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
12 regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation), or any liability,
13 obligation, or duty at law or in equity, or for any other purpose. This Settlement (including this Order)
14 shall not be construed to be admission by Defendants of any liability or wrongdoing as to Plaintiffs, the
15 PAGA Members, or any other person, and Defendants specifically disclaim any such liability or
16 wrongdoing.

17 Without affecting the finality of this Order or the entry of judgment in any way, the Court retains
18 jurisdiction on all matters relating to the interpretation, administration, implementation, and
19 enforcement of this Order and the Settlement.

20 The Court hereby ENTERS JUDGMENT in accordance with the terms of the Settlement, in
21 accordance with this Approval Order and Judgement.

22
23 **IT IS SO ORDERED.**

24
25 Date: 9/25/2025

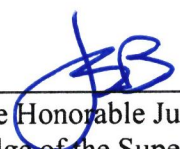

The Honorable Judy S. Bae
Judge of the Superior Court

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE

TENTATIVE RULINGS - September 24, 2025

HEARING DATE: 09/25/2025 HEARING TIME: 9:10 AM DEPT.: C-62

JUDICIAL OFFICER: Judy S. Bae

CASE NO.:37-2023-00014789-CU-OE-CTL

CASE TITLE: Mendez vs AE Retail West LLC [Imaged]

CASE TYPE: (U)Other Employment

HEARING TYPE: Motion Hearing

Plaintiffs Samantha Mendez and Madison Key's Motion for Approval of PAGA Settlement is **GRANTED** as set forth below.

Discussion

"The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." (Lab. Code, § 2699(s)(2).) Here, the Settlement Agreement was submitted to the LWDA on August 26, 2025, before the motion was filed. (ROA 39, Ferraro Decl., at ¶¶ 2, 5 and Ex. 2.) Thus, Plaintiffs have complied with Labor Code § 2699(s)(2).

The proposed PAGA settlement of \$750,000.00 is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.) The "PAGA Members" consist of all non-exempt employees who worked for Defendants in California during the "PAGA Period" (January 30, 2022, through February 7, 2025). (Ferraro Decl., at Ex. 1 [Settlement Agreement], at p. 2, ¶ 1.21 and p. 3, 1.25.) There are approximately 6,520 aggrieved employees who worked approximately 75,000 pay periods. The penalty distribution is consistent with the mandate in Labor Code § 2699 in effect at the time Plaintiffs filed their respective PAGA Notices and initial Complaints.

The Court evaluated the strength of the Plaintiffs' case, the risk, complexity, and likely duration of further litigation, the settlement amount, any indications of fraud, collusion or unfairness, and whether the Plaintiffs adequately represented the state and public's interests.

Here, Plaintiffs and their Counsel pursued informal discovery, evaluated data concerning the aggrieved parties, and considered the strength of Plaintiffs' claims and the risks of litigation. (Ferraro Decl., at ¶¶ 10, 13, 20.) The settlement is a good result and the product of arms-length negotiations between experienced counsel and was reached after mediation before Jeffrey A. Ross, Esq. and subsequent negotiations following a mediator's proposal. (Ferraro Decl., at ¶ 13; Settlement Agreement, at p. 4, ¶ 2.2.) There is no indication the LWDA, nor any other individual or aggrieved employee, have objected to the settlement. Taken as a whole, Plaintiffs adequately represented the state and the public's interests.

The \$249,975.00 in attorneys' fees is reasonable and based on the one-third of the gross PAGA settlement. (Lab. Code, § 2699(g)(1); see Ferraro Decl., at ¶¶ 23-28; ROA 40, Perez Decl., at ¶¶ 15-18.) Plaintiffs' Counsel has also provided their respective lodestar calculations that indicate the combined lodestar incurred by Plaintiffs' Counsel is \$321,700.00. This results in a slightly negative multiplier (-0.77). Accordingly, the Court approves the requested \$249,975.00 in attorneys' fees.

The Court also approves the \$8,000.00 service payments to each Plaintiff, as well as the \$2,000.00 payments to each Payment in exchange for their general release of claims and Civil Code § 1542 waiver. (Settlement Agreement, at p. 5, ¶ 3.2.2, p. 6, ¶ 3.2.6; ROA 41, Mendez Decl.; ROA 42, Key Decl.)

The Court approves the \$22,022.40 in litigation costs requested by Plaintiffs' Counsel. (Ferraro Decl., at ¶ 22 [\$13,241.60]; Perez Decl., at ¶ 19 [\$8,781.80].) The actual litigation costs are adequately supported, and the amount requested is less than the maximum \$50,000.00 authorized in the Settlement Agreement. (Settlement Agreement, at p. 5, ¶ 3.23.) Under the Settlement Agreement, if the Court approves litigation costs less than the amounts requested, the remainder will be allocated to the net settlement amount. (*Id.* at p. 5, ¶ 3.2.4.)

The Settlement allocates up to \$40,000.00 to payment for Settlement Administrator CPT Group, Inc.'s costs associated with administration of the Settlement Agreement. (Settlement Agreement, at p. 5, ¶ 3.2.5.) However, the invoice from CPT Group offered by Plaintiffs' Counsel indicates CPT Group is charging a discounted Flat Fee of \$25,000.00 for settlement administration. (See Ferraro Decl., at ¶ 16 and Ex. 6.) Plaintiffs do not explain why the full amount should be awarded under these circumstances. Accordingly, the Court will approve administration costs in the amount of **\$25,000.00**. In the event the Court approves payment less than the administration costs set forth in the Settlement Agreement, the administrator will allocate the remainder to the gross settlement amount. (Settlement Agreement, at p. 5, 3.2.5.)

Factoring in the additional funds to be allocated to the net settlement amount, the Court will approve the PAGA Settlement as follows:

Gross Settlement:	\$750,000.00
Less Attorney Fees (33.33%)	\$249,975.00
Less Litigation Costs	\$22,022.40
Less Administration Costs	<u>\$25,000.00</u>
Less Service Awards	\$20,000.00
Net PAGA Settlement:	\$433,002.60

Net PAGA Settlement to the LWDA (75%): \$324,751.95

Net PAGA Settlement to the Aggrieved Employees (25%): \$108,250.65

For these reasons, the Court approves the PAGA settlement, and the motion is **GRANTED** as set forth above.

Plaintiffs are ordered to prepare and submit an amended proposed order (ROA 43) consistent with this ruling to reflect the revised amounts for the administration costs awarded, the total net PAGA

settlement amount, and the breakdown of the net PAGA settlement amount payments between the LWDA and the Aggrieved Employees. (ROA 43, Proposed Order, at p. 1:13-28.)

The Court will review and sign the amended proposed order at the hearing. That order is the Court's final order on the motion.

In the event the Court approves the settlement, Counsel for Plaintiffs are reminded to dismiss the pending Santa Clara Superior Court Action titled *Madison Key v. AE Retail West LLC, et al.*, Case No. 23CV415615, in accordance with the parties' recitals in the "Joint Stipulation for Leave to File First Amended Complaint" filed in this action. (See ROA 47, at p. 3:1-3.)

If the tentative is confirmed, the Court intends to set a Final Accounting Hearing for **May 22, 2026 at 9:10 a.m.** in Dept. 62.

Due to the delay in the Court's e-filing processing time, Counsel for Plaintiffs is also ordered to bring a courtesy copy of the amended proposed order to the Court. In the event that Counsel for Plaintiffs appears remotely, the courtesy copy MUST be provided to the Department no later than 9:00 a.m. on September 25, 2025, for consideration.