

Harris Emran (SBN 329674)
Kaitlin Martinez (SBN 348006)
EMRAN LAW FIRM P.C.
930 Montgomery Street, Suite 301
San Francisco, CA 94133
Office: (415) 890-0041
Email: Harris@Emranlaw.com
Kaitlin@Emranlaw.com

Attorneys for Plaintiff,
TONI ANDRADE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

TONI ANDRADE, an individual, and in a
representative capacity on behalf of the State
of California and other Aggrieved Employees,

Plaintiff,

vs.

MELLANO & COMPANY, a California
Corporation, and DOES 1-15,

Defendants.

Case No: 26STCV00194

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT**

*Filed concurrently with Plaintiff's Notice of
Motion and Motion for Approval of PAGA
Settlement; Memorandum of Points and
Authorities in Support of Plaintiff's Motion
for Approval of PAGA Settlement;
Declaration of Kaitlin Martinez, Esq In
Support of Plaintiff's Motion; and [Proposed]
Judgment Approving PAGA Settlement*

Complaint Filed: January 6, 2026

Hearing Date: October 15, 2026

Time: 8:30 a.m.

Dept: 731

Hon. Mark C. Kim

Reservation: 432934239448

The Court, having read and considered Plaintiff Toni Andrade's Unopposed Motion for
Approval of California Labor Code Private Attorneys General Act of 2004 ("PAGA") Settlement,
having come before this Court, on the date indicated above, and good cause appearing therefore,
hereby orders as follows:

1 1. The Court grants approval of the PAGA Settlement based upon the terms set forth in the
2 PAGA Settlement Agreement (the “Settlement”) attached to the Declaration of Kaitlin Martinez as
3 **Exhibit A.**

4 2. All terms used for purposes of this Order, not otherwise defined, shall have the same
5 meaning as given in the PAGA Settlement Agreement attached to the Declaration of Kaitlin
6 Martinez as **Exhibit A.**

7 3. Pursuant to Labor Code section 2699(s)(2), the Labor & Workforce Development Agency
8 (“LWDA”) has been given notice of the Settlement. In particular, on the date Plaintiff filed this
9 unopposed Motion for Approval of the Settlement with the Court, Plaintiff submitted to the LWDA
10 a notice of the Settlement by uploading a copy of this Motion for Approval of PAGA Settlement
11 and accompanying documents. The Court finds and determines that Plaintiff’s notice of the
12 Settlement complied with the statutory requirements of PAGA.

13 4. The Court confirms approval of the Settlement as to the following group of individuals,
14 collectively referred to as the “Aggrieved Employees,” means all current and former non-exempt
15 or hourly paid employees who worked for Defendant in California during the PAGA Period, defined
16 as October 20, 2025, through the date of the Approval Order, and resolves any and all claims relating
17 to the facts and claims asserted in the Action and the PAGA claims.

18 5. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
19 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
20 under the Settlement.

21 6. The Court finds that the Settlement should be approved under Labor Code section
22 2699(s)(2).

23 7. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

24 8. The Court finds that all PAGA Members are deemed to release, on behalf of themselves and
25 their respective former and present representatives, agents, attorneys, administrators, successors and
26 assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably
27 could have been alleged, based on the facts and allegations stated in the Operative Complaint and
28 PAGA Notice that are alleged to have occurred during the PAGA Period and the PAGA Notice.

1 9. The Court finds that the Gross Settlement Payment, PAGA Penalties, and the methodology
2 used to calculate and pay each Individual PAGA Payment, in accordance with the Settlement, are
3 approved under Labor Code section 2699(s)(2).

4 10. The Court authorizes the Settlement Administrator to calculate and pay the Gross Settlement
5 Payment of Thirty-Seven Thousand Three Hundred Fifty Dollars (\$37,350.00) in accordance with
6 the terms of the Settlement.

7 11. ILYM Group, Inc., is approved to serve as the Settlement Administrator and is hereby
8 authorized to perform all of the duties assigned to it in the Settlement Agreement and to disburse
9 the following from the Gross Settlement Amount in accordance with the terms of the PAGA
10 Settlement and Release:

11 a. Plaintiff's Counsel Fees Payment of not more than thirty-five percent (35.00%) of the Gross
12 Settlement Amount, Thirteen Thousand Seventy-Two Dollars and Fifty Cents (\$13,072.50)
13 and Plaintiff's Counsel Litigation Expenses Payment, currently Thirteen Thousand Seven
14 Hundred Forty-Two Dollars and Sixty-Six Cents (\$13,742.66) not to exceed Fourteen
15 Thousand Dollars (\$14,000.00);

16 b. Administrator Expense Payment to ILYM Group, Inc., not to exceed Three Thousand Six
17 Hundred Fifty Dollars and Zero Cents (\$3,650.00) for administration of this Settlement;

18 c. To the LWDA and Aggrieved Employees for payment of the PAGA Penalties,
19 (approximately \$6,884.84), with 65% allocated to the LWDA PAGA Payment
20 (approximately \$4,475.14) and 35% (approximately \$2,409.70) allocated to the Individual
21 PAGA Payments in the form of Individual PAGA Payments, as calculated pursuant to the
22 PAGA Settlement Agreement.

23 12. The Court directs the implementation of all remaining terms, conditions, and provisions of
24 the PAGA Settlement.

25 13. The Settlement is not an admission by Defendant or the Released Parties, nor is this Order
26 a finding of the validity of any allegations or of any wrongdoing by Defendant or the Released
27 Parties. Neither this Order, the Settlement, nor any document referred to herein, or any action taken
28 to carry out the Settlement, may be construed as, or may be used as, an admission of any fault,

1 wrongdoing, omission, concession, or liability whatsoever against Defendant or the Released
2 Parties. This Order shall not be deemed an “initial violation” under California Labor Code section
3 2699 et seq.

4 14. Nothing in the Settlement or this Order shall be construed as an admission or concession by
5 any Party. The Settlement and this resulting Order simply represent a compromise of disputed
6 allegations.

7 15. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of this Order.

8 16. This Order dismisses *with prejudice* the Complaint on file in this Action and shall be binding
9 on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of
10 res judicata from relitigating the claims released by the Settlement. The Court retains exclusive and
11 continuing jurisdiction over this Action for purposes of supervising, administering, implementing,
12 interpreting, and enforcing this Order, as well as the Settlement.

13 **17. IT IS FURTHER ORDERED:**

14 _____.

15
16 **IT IS SO ORDERED.**

17
18
19 Dated: _____

By: _____
HONORABLE MARK C. KIM
JUDGE OF THE SUPERIOR COURT