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15 Attorneys for Plaintiff ANNIE VONG as a designated Private Attorney General, pursuant to the  
16 Private Attorney General Act,

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
18 **FOR THE COUNTY OF SAN DIEGO**  
19 **HALL OF JUSTICE COURTHOUSE**

20 ANNIE VONG, as an individual and on  
21 behalf of all similarly situated employees,

22 Plaintiff,

23 v.

24 PICKFORD ESCROW COMPANY, INC.;  
25 and DOES 1 through 50, inclusive,

26 Defendants.

Case No. 37-2023-00025855-CU-OE-CTL

27 **~~PROPOSED~~ ORDER APPROVING**  
28 **PRIVATE ATTORNEYS GENERAL ACT**  
**SETTLEMENT AND ENTERING FINAL**  
**JUDGMENT**

Assigned for all purposes to:  
Hon. Katherine A. Bacal, Dept. C-69

Date: September 13, 2024  
Time: 11:00 a.m.  
Dept.: C-69  
Res. Id. 3125312

Complaint Filed: June 21, 2023  
Trial Date: Not Yet Set

**ELECTRONICALLY RECEIVED**  
Superior Court of California,  
County of San Diego

**05/02/2024** at 11:27:09 AM

Clerk of the Superior Court  
By Carla Boston, Deputy Clerk

**FILED**  
San Diego Superior Court  
Central Division

SEP 13 2024

Clerk of the Superior Court  
By: A. Yim, Deputy

1 On September 13, 2024, a hearing was held on Plaintiff Annie Vong's ("Plaintiff") motion  
2 to Approve Settlement Pursuant to the Private Attorney General Act ("PAGA") (the "Settlement").  
3 The Court having considered all papers filed and proceedings herein and otherwise being fully  
4 informed, and having made this Judgment which constitutes a final adjudication of this matter on  
5 the merits, and good cause appearing,

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

7 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall  
8 have the same meaning as given in the PAGA Settlement Agreement ("Settlement").

9 2. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.  
10 Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been  
11 given notice of the Settlement. Pursuant to PAGA, on the date the Parties filed the motion seeking  
12 approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the  
13 Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff's  
14 notice of the Settlement complied with the statutory requirements of PAGA.

15 3. The Court confirms approval of the Settlement as to the following group of  
16 individuals, collectively referred to as the "Aggrieved Employees":

17 All individuals who were employed by Defendant Pickford Escrow  
18 Company, Inc. ("Defendant") in California as non-exempt hourly  
19 employees at any point during the PAGA Period. The PAGA Period  
20 is April 5, 2022 through the earlier of (1) the date of approval of the  
21 Settlement or (2) the pay period ending date when Aggrieved  
22 Employees collectively worked a number of Pay Periods closest to  
23 3,335 Pay Periods.

24 4. This Court has jurisdiction over the subject matter of this litigation, over all  
25 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations  
26 under the Settlement.  
27  
28

1           5.       The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.  
2 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

3           6.       The Court approves the Notice to Aggrieved Employees, which is Exhibit A to the  
4 Settlement Agreement.

5           7.       The Court finds that each Aggrieved Employee, in accordance with the Settlement,  
6 releases the following "Released Claims" against the Released Parties.

7                   All Aggrieved Employees are deemed to release, and their  
8                   respective former and present representatives, heirs, administrators,  
9                   successors, and assigns, in the Action and contained in the PAGA  
10                  Notice for any and all debts, liabilities, demands, obligations,  
11                  penalties, guarantees, costs, expenses, attorneys' fees, damages, or  
12                  interest based on any and all PAGA claims seeking civil penalties  
13                  under California Labor Code sections 2698, et seq., Wage Orders,  
14                  regulations, and/or other provisions of law alleged or based on the  
15                  facts pled in the Action and PAGA Notice, or which could have been  
16                  alleged in the Action and PAGA Notice, with respect to the  
17                  Aggrieved Employees including, but not limited to, all claims for:  
18                  (1) failure to pay all wages, including minimum wages and overtime  
19                  wages, Labor Code sections 510, 1182.12, 1194 and 1194.2, IWC  
20                  Wage Order 9-2001; (2) failure to provide meal periods, Labor Code  
21                  sections 226.7 and 512, IWC Wage Order 9-2001; (3) failure to  
22                  provide rest periods, Labor Code section 226.7, IWC Wage Order  
23                  9-2001; (4) failure to provide accurate itemized wage statements,  
24                  Labor Code section 226; (5) failure to reimburse for necessary  
25                  business expenditures, Labor Code section 2802; and (6) failure to  
26                  pay wages due at separation of employment, Labor Code sections  
27                  201-203 during the PAGA Period. Aggrieved employees, other than  
28                  Plaintiff will not be deemed to have released any individual wage  
                    and hour claims by virtue of this Settlement. (the "Released  
                    Claims").

21           8.       The Court finds that the Gross Settlement Amount, Net Settlement Amount, and the  
22 methodology used to calculate and pay each Individual PAGA Payment, in accordance with the  
23 Settlement, are fair and reasonable.

24           9.       The Court authorizes the Settlement Administrator to calculate and pay each  
25 Individual PAGA Payment, in accordance with the terms of the Settlement.

26           10.      The Court awards the Settlement Administrator in this Action its fees and costs of  
27 up to three thousand dollars (\$3,000.00) in accordance with the terms of the Settlement Agreement.  
28

1           11.     The Court awards to Plaintiff's Counsel in this Action its fees in the amount of thirty  
2 thousand three hundred thirty-three dollars and thirty-three cents (\$33,333.33) to be distributed  
3 based on the fee share agreement entered into by Plaintiff's counsel and Plaintiff as follows:

|   |                                |       |                    |
|---|--------------------------------|-------|--------------------|
| 4 | 1.     Mahoney Law Group, APC  | (50%) | \$16,666.66        |
| 5 | 2.     Srourian Law Firm, P.C. | (50%) | \$16,666.67        |
| 6 | <b>Total Fee</b>               |       | <b>\$33,333.33</b> |

7           12.     Further the Court approves costs up to seven thousand, seven hundred fifteen dollars  
8 and forty cents (\$7,715.40). At the time of Settlement, Class Counsel estimated their final costs  
9 were not to exceed twelve thousand dollars (\$12,000.00). The remaining amount of four thousand  
10 two hundred eighty-four dollars and sixty cents (\$4,284.60) will become part of the Net Settlement  
11 Amount for distribution to Aggrieved Employees. The costs detailed below are to be distributed  
12 based on the amounts listed in each counsel's declarations as follows:

|    |                                               |                         |
|----|-----------------------------------------------|-------------------------|
| 13 | 1.     John A. Young – Mahoney Law Group, APC | \$5,365.40;             |
| 14 | 2.     Daniel Srourian                        | \$2,350.00;             |
| 15 |                                               | Total Costs: \$7,715.40 |

16           13.     The Court awards Plaintiff a payment of Five Thousand Dollars (\$5,000.00) as a  
17 PAGA Plaintiff Incentive Payment.

18           14.     Under the terms of the Settlement, after allocating Plaintiff's counsel's attorneys'  
19 fees, costs, PAGA Plaintiff Incentive Payment, and settlement administration costs from the Gross  
20 Settlement Amount, seventy-five percent (75%) of the Net Settlement Amount, thirty-eight  
21 thousand two hundred thirteen dollars and forty-five cents (\$38,213.45), will be paid to the State of  
22 California Labor Workforce Development Agency ("LWDA Payment"); and twenty-five percent  
23 (25%) of the Net Settlement Amount, twelve thousand seven hundred thirty-seven dollars and  
24 eighty-two cents (\$12,737.82) shall be distributed to the Aggrieved Employees in accordance with  
25 the terms of the Settlement.

26           15.     Checks for the Settlement Shares sent to Aggrieved Employees shall be valid for  
27 one hundred eighty (180) days after issuance. Funds remaining from any checks for Settlement  
28

1 Shares uncashed after one hundred eighty (180) days will be disbursed to the California State  
2 Controllers' Office Unclaimed Property Fund in the Aggrieved Employees name.

3 16. The Court retains exclusive and continuing jurisdiction over this Action for purposes  
4 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,  
5 as well as the Settlement.

6 17. Nothing in this Order and Judgment or the Settlement shall be construed as an  
7 admission or concession by any party. The Settlement and this resulting Order and Judgment  
8 simply represent a compromise of disputed allegations.

9 18. Plaintiff is directed to submit a copy of this order to the LWDA within ten (10) days  
10 of the date of this Order.

11 19. The Court enters the Final Judgment and close this matter with the Court retaining  
12 jurisdiction over the Parties to enforce the terms of the judgment and settlement pursuant to  
13 California Code of Civil Procedure Section 664.6.

14 **IT IS SO ORDERED AND ADJUDGED.**

15  
16  
17 DATED: 9/13/24

  
HON. KATHERINE A. BACAL  
San Diego Superior Court Judge