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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

MARION TELLEZ, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

v.

MERCY HOUSING MANAGEMENT GROUP,
a corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV031003

[Assigned for all purposes to the Hon. Victoria
Kolakowski in Department 518]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE THE
PARTIES' SETTLEMENT AGREEMENT
PURSUANT TO THE LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 AND ENTERING JUDGMENT
THERON**

Date: January 23, 2025

Time: 2:30 pm

Dept.: 518

Reservation ID: 119802275085

1 **[PROPOSED] ORDER**

2 Plaintiff Marion Tellez’s Motion to Approve the Private Attorney General Act Settlement
3 Agreement and Release (“Settlement” or “Settlement Agreement”) came on regularly for hearing
4 on January 23, 2025. Appearances for the Plaintiff and Defendant MERCY HOUSING
5 MANAGEMENT GROUP (“Defendant”) (Plaintiff and Defendant collectively, the “Parties”)
6 were noted on the record.
7

8 The Court has considered the Motion, the Settlement Agreement submitted herewith, all
9 other papers filed in this action, and any oral argument thereon.
10

11 NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

12 1. Pursuant to Labor Code § 2699(l)(2), the Court approves the Settlement
13 Agreement executed by Plaintiff and Defendant and filed with this Court, which is incorporated
14 herein by this reference as though set forth in full, including the settlement administration and
15 release of claims. All defined terms contained herein shall have the same meanings as set forth in
16 the Settlement Agreement.
17

18 2. The Court finds that the Labor & Workforce Development Agency (“LWDA”)
19 has been given timely and proper notice of the Settlement Agreement pursuant to the Labor Code
20 Private Attorney General Act (“PAGA”).

21 3. The Parties are hereby ordered to carry out the terms of the Settlement
22 Agreement. Defendant is hereby ordered to fund the Maximum Settlement Amount of
23 \$290,000.00 the day after the Effective Date.
24

25 4. Pursuant to the terms of the Settlement Agreement and Labor Code § 2699(i), the
26 Maximum Settlement Amount of \$290,000.00 shall be distributed as follows:

- 27 • \$5,000.00 to Plaintiff Marion Tellez for acting as a named plaintiff and in
28 exchange for a general release and waiver of Civil Code § 1542;

- \$96,666.67 to Plaintiff's Counsel as attorneys' fees;
- \$9,313.44 to Plaintiff's Counsel as costs;
- \$6,500.00 to Xpand Legal Consulting as the Settlement Administrator, who is hereby ordered to administer the Settlement;
- The remainder, or the Net PAGA Settlement Amount, after the above deductions shall be distributed 75% (\$129,389.92.00) to the Labor & Workforce Development Agency and 25% (\$43,129.97) to the Aggrieved Employees based on the formula set forth in the Settlement Agreement.

5. JUDGMENT IS ENTERED thereon pursuant to the terms of the Settlement Agreement. Other than as expressly provided in the Settlement Agreement, both Parties shall bear their own costs and fees.

6. Pursuant to Code of Civil Procedure § 664.6, this Court shall have and retain continuing jurisdiction over this action to enforce the terms of the Parties' Settlement Agreement and sets a Compliance Hearing for _____, 2025 at ____ a.m. in Department 518.

7. Pursuant to Labor Code § 2699(1)(3), Plaintiff shall submit a copy of this Order and Judgment to the LWDA within 10 days of entry of this Order and Judgment.

IT IS SO ORDERED AND ADJUDGED.

DATED: _____

Honorable Victoria Kolakowski
Judge of the Superior Court