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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA BARBARA

LUIS ALBERTO LEDESMA, an individual
on behalf of himself and on behalf of other
Aggrieved Employees and the State of
California,

Plaintiff,

v.

TVJ SONS I, INC., a California corporation;
PORTER AND HOWARD, INC. (dba Toyota
of Santa Maria), a California Corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No: 20CV03573

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

Hearing Date: October 7, 2021

Hearing Time: 8:30 a.m.

Honorable Judge Jed Beebe
Department 4

Trial Date: Not Yet Set
Action Filed: October 29, 2020

1 Plaintiff Luis Alberto Ledesma (“Plaintiff”) moves for approval of the settlement of
2 Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”),
3 pursuant to California Labor Code § 2699(l), against Defendants TVJ Sons I, Inc. and Porter and
4 Howard, Inc. (collectively, “Defendants”).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
6 in this action and is authorized to act as private attorney generals with respect to the PAGA claims
7 being released under the terms of the Settlement Agreement and Limited Release (“Settlement
8 Agreement”). The California Labor Workforce Development Agency was provided with notice of
9 the settlement and the motion for approval of the settlement via its online process and no
10 objection has been received to the settlement or the motion from the Labor Workforce
11 Development Agency. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and
12 the Settlement Sum to be paid as part of the settlement as set forth in the Settlement Agreement
13 which was filed with the Court. The settlement provides for a Settlement Sum in the total sum of
14 \$350,000, which includes the Net PAGA Payment, Plaintiff’s Counsel attorneys’ fees in the
15 amount of \$116,666.67, Plaintiffs’ Counsel litigation expenses in the amount of \$10,944.58, and a
16 Settlement Administrator Fee in an amount not to exceed \$6,000.00. The Net PAGA Payment is
17 the amount remaining from the Settlement Sum after the deduction of the Settlement
18 Administration Fee, Plaintiff’s Counsel’s Fee Amount and Plaintiff’s Counsels’ Cost Amount.
19 The Settlement Administrator will be ILYM Group, Inc. The Court approved the Settlement Sum
20 and the distributions of the Settlement Sum as set forth above.

21 The Court, having reviewed the evidence and papers submitted and argument of counsel,
22 pursuant to Labor Code section 2699(l)(2) hereby **GRANTS** the Parties’ motion and approves the
23 PAGA settlement as set forth in the Settlement Agreement and the Settlement Sum, which shall
24 be allocated and paid out as set forth in the Settlement Agreement.

25 The “Aggrieved Employees” are defined as “all persons within the State of California who
26 are or were previously employed by Defendants in the State of California that were classified as
27 non-exempt, paid by hourly rate or by commission, at any time from August 24, 2019 to June 15,
28 2021.” The “PAGA Period” is the period from August 24, 2019 to June 15, 2021. Upon entry of

1 Judgment and funding in full of the Settlement by Defendants, the Released Parties shall be
2 entitled to a release from the State of California and the PAGA Group only as to any and all
3 Private Attorneys' General Act of 2004 Cal. Lab. Code § 2698 (PAGA) for alleged violations of
4 the IWC Wage Orders and/or the California Labor Code based on the facts and claims that were
5 asserted in the Plaintiff's PAGA Letter to the LWDA and/or Complaint, including but not limited
6 to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 558.1,
7 1194, 1197, 1197.1, 1198, 1198.5, 2698, 2699, *et seq.*, 2802, and any other claims asserted in the
8 PAGA Letter and/or the Complaint. This release extends only to the penalties available through
9 PAGA and does not release individual claims. As a result of this release, the PAGA Group will be
10 precluded from initiating or participating in any PAGA action, or otherwise seeking any civil
11 penalties under PAGA, arising from the released claims that occurred during the PAGA Period.
12 ("Released Claims").

13 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
14 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement,
15 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
16 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
17 the distribution of settlement benefits.

18 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
19 **ENTERED ACCORDINGLY.**

20
21
22 DATED: _____, 2021
23
24

25 _____
26 JUDGE OF THE SUPERIOR COURT
27
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