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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF TULARE**

MARIA GOMEZ LEDESMA on behalf
of herself, all others similarly situated,
and on behalf of the general public,

Plaintiffs,

v.

PRO-YOUTH; and DOES 1-100,

Defendants.

Case No. VCU302539

*[Assigned for All Purposes to the
Honorable Bret Hillman; Dept. 2]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF MARIA GOMEZ LEDESMA’S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: August 12, 2025
Time: 8:30 a.m.

**Complaint Filed: October 12, 2023
Trial Date: None Set**

1 WHEREAS, this action is pending before this Court as an alleged representative action
2 under the Private Attorneys General Act of 2004 (the “Action”); and

3 WHEREAS, the Court has considered the motion by Plaintiff Maria Gomez Ledesma
4 (“Plaintiff”) for approval of the Parties’ settlement in accordance with the Parties’ Joint Stipulation
5 and Settlement Agreement (the “Settlement Agreement”). The Court understands that the
6 Settlement Agreement sets forth the terms and conditions for a proposed settlement and dismissal
7 of the Action with prejudice. Based on a review of the submissions by the Parties, and good cause
8 appearing;

9 NOW, THEREFORE, IT IS HEREBY ORDERED:

10 1. All terms used in the Settlement Agreement shall have the same meaning as defined
11 therein.

12 2. The Court finds the Parties’ settlement is “fair, reasonable, and adequate in view of
13 PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize
14 enforcement of state labor laws.” *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 72.

15 3. Compensation to the Labor and Workforce Development Agency (LWDA) and the
16 Aggrieved Employees shall be affected pursuant to the terms of the Settlement Agreement.

17 4. The Aggrieved Employees are defined as follows: All non-exempt, hourly
18 employees who worked for Defendant in California from June 6, 2022, through December 11,
19 2024.

20 5. The Court hereby approves of the payment of attorneys’ fees to Plaintiff’s Counsel
21 in the sum of \$113,322, or 33.33% of the Gross Settlement Amount. The Court finds this amount
22 to be a reasonable result in light of the quality of the result obtained, the work performed by
23 counsel, and the estimated lodestar. In approving this amount, the Court is not approving any
24 particular hourly billing rates proposed by counsel.

25 6. The Court hereby approves the payment of litigation costs to Plaintiff’s Counsel in
26 the amount of \$19,504.13, representing the full amount sought.

27 7. The Court hereby approves of the PAGA Representative Payment of \$10,000 to
28 Plaintiff Maria Gomez Ledesma.

8. The Court hereby approves of the payment in the amount of \$12,250 to ILYM Group, Inc., for performance of its settlement administration services.

9. Taking the above distributions into account, from the Gross Settlement Amount of \$340,000, \$184,923.87 remains to be distributed as provided under PAGA. This amount shall be allocated 75% to the LWDA and 25% to the Aggrieved Employees.

10. The Court approves of the notice attached to the Settlement Agreement as Exhibit A. The Court orders that this notice be mailed out to Aggrieved Employees with their settlement checks. This notice shall be mailed in English and Spanish.

11. Upon entry of this Order, all claims in the lawsuit shall be and are hereby dismissed with prejudice. Moreover, the LWDA and each and every Aggrieved Employee, including Plaintiff, shall be deemed and are deemed to have conclusively released and forever discharged the Released Parties from the Released Claims, as defined in the Settlement Agreement, and are permanently barred and enjoined from the institution or prosecution of all Released Claims against the Released Parties.

12. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an admission of liability or any wrongdoing by the Releasees, nor is the Court's Order a finding of the validity of any claims in the lawsuit or of any wrongdoing by the Releasees.

13. This Order is intended to be a final disposition of the lawsuit in its entirety and is intended to be immediately appealable.

14. The Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement.

15. The administrator is to file a declaration no later than _____
to confirm that the distribution of funds to Aggrieved Employees is complete. Upon receipt of
the administrator's declaration, the Court will determine whether further briefing or a hearing is
necessary.

JUDGMENT

16. The Court hereby enters final judgment in this Action in accordance with terms of the Settlement Agreement and the Order Granting Plaintiff's Motion for Approval of PAGA

1 Settlement ("Final Order"). All terms used herein shall have the same meaning as defined in the
2 Settlement Agreement.

3 17. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff and all
4 Aggrieved Employees, shall have by operation of the Final Order and this Judgment, fully, finally
5 and forever released, relinquished, and discharged the Released Parties from the Released Claims
6 as those terms are respectively defined in the Settlement Agreement, and are forever barred and
7 enjoined from prosecuting such released claims against the Releasees.

8 18. Without affecting the finality of the Final Order and/or this Judgment, pursuant to
9 California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of
10 Court, the Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiff,
11 Aggrieved Employees, and Defendant for the purposes of supervising the implementation,
12 enforcement, construction, and interpretation of the Settlement Agreement, Final Order, and
13 Judgment.

14 19. The Parties will comply with CRC Rule 3.771(b), by posting a copy of this Order
15 and Judgment on the settlement administrator's website for a period of sixty (60) days.

16
17 Dated: _____

Honorable Bret Hillman