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

VANESSA MOORE CORONA, on behalf
of the State of California, as a private
attorney general,

Plaintiff,

vs.

RICOH PRINTING SYSTEMS
AMERICA INC., a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: **2023CUOE016622**

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

Hearing Date: October 30, 2025
Hearing Time: 8:30 a.m.

Judge: Hon. Carla J. Ortega
Dept.: 41

Action Filed: November 13, 2023
Trial Date: Not Set

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ORDER AND JUDGMENT

1. Plaintiff Vanessa Moore Corona (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code § 2699(l), against Defendant Ricoh Printing Systems America, Inc. (“Defendant”).

2. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency.

3. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$150,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$3,850) for ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the amount of \$50,000 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses Payment in the amount of \$20,653.97. The PAGA Payment in the amount of \$75,496.03, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, the Service Award and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor Code 2699 penalties of which 75% of the payment will be paid to the LWDA (no less than \$56,622.02) and 25% will be paid to the Aggrieved Employees (no less than \$18,874.01).

4. The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiff’s motion and approves the PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment,

1 which shall be allocated and paid out as set forth in the Settlement Agreement.

2 5. The “Aggrieved Employees” are defined as all individuals who are or were employed
3 by defendant Ricoh Printing Systems America, Inc. in California and classified as a non-exempt
4 employee at any time during the during the PAGA Period. The PAGA Period is the period from
5 September 9, 2022 and ending April 14, 2025.

6 6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
7 Amount, Defendant and the Released Parties (as defined in the PAGA Settlement Agreement) shall
8 be entitled to a release of the Released PAGA Claims. The “Released PAGA Claims” are all claims
9 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts in the
10 Operative Complaint, and the PAGA Notices submitted by Plaintiff to the LWDA, which occurred
11 during the PAGA Period, including alleged violations of Labor Code sections 201, 202, 203, 204, 210,
12 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802 and 2698,
13 et seq., California Code of Regulations, Title 8 section 11040, subdivision 5(A)-(B), California Code
14 of Regulations, Title 8 section 11070(14) and the Applicable Wage Order(s). The Released PAGA
15 Claims expressly excludes all other claims, including claims for vested benefits, wrongful termination,
16 unemployment insurance, disability, social security, workers' compensation, and PAGA claims
17 outside of the PAGA Period.

18 7. This settlement (including this Order) cannot be used, directly or indirectly, to
19 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
20 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
21 statute, ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation),
22 or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement
23 (including this Order) shall not be construed to be an admission by Defendant of any liability or
24 wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically
25 disclaims any such liability or wrongdoing.

26 8. This claim asserted under PAGA in this action is dismissed with prejudice. After entry
27 of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain
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1 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
2 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
3 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the
4 distribution of settlement benefits.

5 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
6 **ENTERED ACCORDINGLY.**

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8 DATED: _____

9 THE HONORABLE CARLA J. ORTEGA
10 JUDGE OF THE SUPERIOR COURT
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