

FILED
San Diego Superior Court

MAR 21 2025

Clerk of the Superior Court
By: K. Sorianosos, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JOHN NOLAN, FIDELIO ROBLES,
SERGIO MOLINA, CRELLYN
COLLISTER, individually and in a
representative capacity on behalf of other
members of the general public similarly
situated

Plaintiff(s),

vs.

SWAMI'S 101 LLC, a California limited
liability company, JAIME OSUNA, an
individual; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 37-2023-00045842-CU-OE-CTL

**~~PROPOSED~~ ORDER APPROVING
PAGA SETTLEMENT & ENTRY OF
JUDGMENT NOTICE OF PLAINTIFFS'
UNOPPOSED MOTION FOR PAGA
SETTLEMENT APPROVAL**

Hearing Date: March 21, 2025

Hearing Time: 9:00 a.m.

Dept.: C-60

Judge: Hon. Matthew C. Braner

1 Plaintiffs SERGIO MOLINA, FIDELIO ROBLES, and CRELLYN COLLISTER
2 (“Plaintiffs”) Motion for Approval of PAGA Settlement was heard by the Court on March 21, 2025,
3 The Court having reviewed the Motion for Approval of PAGA Settlement, the PAGA Settlement
4 Agreement and Release (Settlement Agreement”) attached as Exhibit A to the Declaration of
5 Daniella Doern filed with Plaintiffs’ motion, the papers, the arguments of counsel, and other
6 evidence and matters presented, and good cause appearing:
7

8 IT IS HEREBY ORDERED that the s’ Motion for Approval of PAGA Settlement is
9 GRANTED, subject to the following findings and orders:
10

- 11 1. All terms used herein shall have the same meaning as defined in the Settlement Agreement.
- 12 2. The Court here by approves the terms set forth in the Settlement Agreement for the
13 settlement of PAGA claims in accordance with Labor Code section 2699(1)(2), and find that
14 agreement is in all respects, fair, adequate, and reasonable and directs the parties to
15 effectuate the PAGA settlement, according to the term set forth in the Settlement
16 Agreement.
17
- 18 3. The Settlement Agreement is not an admission by Defendants or by any release party, nor is
19 this order a finding of the validity of any allegations, or have any wrongdoing by
20 Defendants, or at any other released parties. Neither this order, or the Settlement Agreement,
21 nor any document refer to hearing, nor any action taken to carry out the Settlement
22 Agreement, may be construed as, or may be used as, admission of fault, wrongdoing,
23 omission, concession, or liability whatsoever by or against Defendants, or any of the release
24 parties.
25
- 26 4. The Court authorizes the Settlement Administrator to calculate and pay the Individual
27 PAGA Payments, in accordance with the terms of the Settlement Agreement.
28

5. The Court awards CAC Services Group, LLC, the Settlement Administrator in this Actions its fees and costs in the amount of Two Thousand Dollara (\$2,000.00) to be paid from the Gross Settlement Amount.
6. The Court approves the allocations and payment of Fourty-Eight Thousand Dollars (\$48,000.00) for the compromise of claims brought under PAGA, to be paid in accordance with the terms of the Settlement Agreement.
7. Under the terms of the Settlement Agreement, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency ("LWDA Payment"); the remaining amount of the PAGA Payment shall be distributed to the Aggrieved Employees in accordance with the terms of the Settlement Agreement.
8. Checks for Aggrieved Employee Individual PAGA Payments sent to Aggrieved Employees shall be valid for 180 days after issuance. Funds remaining from any checks for any Individual PAGA Payments uncashed after 180 days will be disbursed to the California State Controllers' Office Unclaimed Property Fund.
9. The Court approves reasonable attorneys' fees in the amount of \$27,000.00 to Plaintiffs' counsel in the Action.
10. The Court approves reasonable costs in the amount of \$4,000.00 to Plaintiffs' counsel in the Action.
11. Fees in the amount of \$27,000.00 and Costs in the amount of \$4,000.00 for a total of \$31,000.00.
12. The Court further orders that the Plaintiffs and the PAGA Settlement Members have released in forever discharge the released parties from and regarding the released claims for the PAGA Period, pursuant to the Settlement Agreement.

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13. This Order is entered, pursuant to the Settlement Agreement, and as intended to Effectuate the settlement more fully described in a Settlement Agreement.
14. This Court maintains jurisdiction to adjudicate any matters related to this and the Agreement pursuant to Code of Civil Procedure section 664.4.

IT IS SO ORDERED.

Date 3/21/25

By 
HONORABLE MATTHEW C. BRANER
JUDGE OF THE SUPERIOR COURT