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11 Attorneys for Plaintiff

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF ORANGE**

14 NORMA REYES, on behalf of herself, other
15 Aggrieved Employees, and the State of
16 California,

17 Plaintiff,

18 v.

19 SIMPSON GARDEN GROVE, INC. (dba
20 Simpson Chevrolet of Garden Grove); and
21 DOES 1-50, Inclusive,

22 Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAY 09 2022

DAVID H. YAMASAKI, Clerk of the Court

BY:  DEPUTY

Case No: 30-2020-01175614-CU-OE-CJC

~~PROPOSED~~ **ORDER APPROVING
PAGA SETTLEMENT AND
JUDGMENT**

Hearing Date: April 29, 2022

Hearing Time: 9:00am

Honorable Judge William D. Cluster
Department CX104

Trial Date: August 22, 2022
Action Filed: December 22, 2020

1 Plaintiff Norma Reyes ("Plaintiff") moves for approval of the settlement of Plaintiff's
2 claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to
3 California Labor Code § 2699(l), against Defendant Simpson Garden Grove, Inc. (dba Simpson
4 Chevrolet of Garden Grove) ("Defendant").

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 \$240,000, which includes the Net PAGA Payment, Plaintiff's Counsel attorneys' fees in the
15 amount of \$72,000, Plaintiffs' Counsel litigation expenses in the amount of \$5,500, and a
16 Settlement Administrator Fee in an amount not to exceed \$3,050. The Net PAGA Payment is the
17 amount remaining from the Settlement Sum after the deduction of the Settlement Administration
18 Fee, Plaintiff's Counsel's Fee Amount and Plaintiff's Counsels' Cost Amount. The Settlement
19 Administrator will be Simpluris. The Court approved the Settlement Sum and the distributions of
20 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 individuals who are or previously were
26 employed by Defendant Simpson Garden Grove, Inc. as an hourly, piece-rate, and/or
27 commissioned employees in California during the period of April 6, 2019 to December 18, 2020."
28 The "PAGA Period" is the period from April 6, 2019 to December 18, 2020. Upon entry of

1 Judgment and funding in full of the Settlement by Defendant, the Released Parties shall be
2 entitled to a release from the State of California and the PAGA Settlement Members only as to all
3 PAGA claims and PAGA penalties arising from the factual allegations in Plaintiff's August 18,
4 2020 Notice to the LWDA, her September 17, 2020 amended notice to the LWDA, and in the
5 Lawsuit, which occurred during the PAGA Period. The release shall be limited to violations of
6 PAGA and shall not release any of the Aggrieved Employees' claims for the underlying Labor
7 Code violations. The release shall also exclude claims wrongful termination, discrimination,
8 unemployment insurance, disability, workers' compensation, and claims outside of the PAGA
9 Period.. ("Released Claims").

10 Plaintiff will file an Administrator's declaration by December 16, 2022 to confirm
11 completion of the disbursement of the settlement funds. Upon receipt of the Administrator's
12 declaration, the Court will determine whether further briefing or a hearing is necessary.

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.**

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22 DATED: 5/9, 2022

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25 THE HONORABLE WILLIAM D. CLASTER
26 JUDGE OF THE SUPERIOR COURT
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