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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
(UNLIMITED JURISDICTION)

MARGARITA SOTELO, as an “aggrieved employee” on behalf of herself and other similarly situated “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff,

vs.

LA REINA MARKETS, LLC; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 30-2024-01373350-CU-OE-CXC

[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT

*Assigned for All Purposes to
Hon. Melissa R. McCormick, Dept. CX104*

Action filed: 01/16/2024
Hearing Date: 01/29/2026
Hearing Time: 2:00 p.m.
Hearing Dept: CX105

1 The Court having considered Plaintiff's Notice of Motion and Motion to Approve PAGA
2 Settlement Agreement ("Motion"), the supporting declaration and exhibits thereto, all papers filed
3 and proceedings had herein, and the absence of any objections received from the Labor &
4 Workforce Development Agency ("LWDA") regarding the proposed Settlement, and having
5 reviewed the record in the Action, and good cause appearing,

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

7 1. The Court, for purposes of this Order and Judgment, refers to all defined terms as
8 set forth in the California Private Attorneys' General Act Settlement & Release Agreement (the
9 "PAGA Settlement Agreement" or "Settlement") and Amendment to the Settlement attached as
10 **Exhibit "A"** to this Order and Judgment.

11 2. The Settlement is hereby accepted and approved;

12 3. Plaintiff and all Aggrieved Employees shall have, by operation of this Order and
13 Judgment, fully, finally, and forever released, relinquished, and discharged the Released Parties
14 from all Released Claims as follows:

15 **"Aggrieved Employees"** means all individuals the Defendants have employed or
16 otherwise contracted with in California as hourly, non-exempt employees, during the PAGA
17 Period.

18 **"PAGA Period"** means the period of time November 12, 2022 to the date the Court grants
19 approval of the settlement.

20 **"Released Parties"** means Defendant, as well as its directors, officers, shareholders,
21 partners, members, assignees, successors, and employees, past and present, and each of them.

22 **"Released PAGA Claims"** means all claims for PAGA civil penalties based on the
23 allegations in the Complaint filed in the Action, and in the PAGA Notice.

24 4. The Parties shall bear their own respective attorneys' fees and costs, except as
25 otherwise provided for in the Settlement and approved by the Court.

26 5. The Settlement is not an admission by Defendant as defined below, nor is this
27 Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
28 this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out
the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or
liability whatsoever by or against Defendant

1 6. Defendant shall pay a non-reversionary PAGA Settlement Amount of One
2 Hundred Thirty Thousand Dollars (\$130,000.00), to the Aggrieved Employees, Plaintiff's
3 Counsel, the LWDA, and the Settlement Administrator pursuant to the terms of the Settlement:
4 a. Actual administration costs of \$2,750.00 payable to the Settlement Administrator,
5 Simpluris, Inc., for administration of the Settlement;
6 b. Attorneys' fees to Plaintiff's Counsel in the total maximum amount of \$39,000.00;
7 c. Reimbursement for actual expenses incurred by Plaintiff's Counsel in the amount
8 of \$10,232.83; and
9 d. After deducting the foregoing payments, the estimated remainder of approximately
10 \$78,017.17 shall form the Net Settlement Amount. Pursuant to Labor Code section
11 2699(i), the Net Settlement Amount will then be distributed 75 percent
12 (\$58,512.88) to the LWDA, and the remaining 25 percent (\$19,504.29) to the
13 Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement.
14 The Court approves these payments, and directs the Settlement Administrator to
15 issue checks to the LWDA and Aggrieved Employees, along with the Notice of
16 PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry
17 out its duties as set forth in the Settlement Agreement.
18
19 7. The Court hereby confirms Maralle Messrelian of MM Law, APC as PAGA
20 Counsel.
21 8. The Court hereby approves Simpluris, Inc. as the Settlement Administrator.
22 9. The Court finds that the fees requested by Plaintiff's Counsel of \$39,000.00 (30%
23 of the PAGA Settlement Amount) are reasonable, and the costs requested of \$10,232.83 were
24 reasonable and necessary for the prosecution of this action. The Court hereby awards attorneys'
25 fees in the amount of \$39,000.00 and costs in the amount of \$10,232.83 to Plaintiff's Counsel
26 for their current attorneys' costs. The payment of fees and costs to Plaintiff's Counsel shall be
27 made in accordance with the terms of the Settlement.
28 10. The Court orders the parties and the Settlement Administrator to administer the
Settlement in accordance with the terms of the Settlement Agreement.

1 11. The Court approves of the proposed letter, “Notice of PAGA Settlement
2 and Release of Claims”, along with the certified Spanish translation, attached as **Exhibit “B”** to
3 this Order and Judgment to be sent to the Aggrieved Employees along with their respective
4 settlement check as it fully and accurately informs all persons of all material elements of the
5 proposed Settlement, constitutes the best notice practicable under the circumstances, and
6 constitutes valid, due, and sufficient notice to all Aggrieved Employees. It also informs Aggrieved
7 Employees that this Order and Judgment was signed by the Court and that they may obtain a copy
8 of this judgment by contacting Settlement Administrator Simpluris, Inc.

9 12. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten
10 (10) calendar days after entry of the Order and Judgment.

11 13. This Court shall retain jurisdiction, pursuant to C.C.P. section 664.6, over
12 this action, the Parties, and the Aggrieved Employees to the fullest extent necessary to interpret,
13 enforce, and effectuate the terms and intent of the Settlement and this Order and Judgment.

14 14. The Court sets a Final Report Hearing status conference re: final accounting
15 for October 15, 2026 at 9:00 a.m. in Department CX105. Counsel shall submit a final
16 administrator’s report at least 9 court days before the hearing addressing the status of the
17 settlement administration, including the actual amounts paid to the aggrieved employees and the
18 other amounts distributed under the settlement, including any uncashed checks..

19
20 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

21 DATED: _____

22 _____
23 **HON. MELISSA R. MCCORMICK**
24 **JUDGE OF THE SUPERIOR COURT**