

APR 04 2025

Clerk of the Superior Court
By: A. Yim, Deputy

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

MATTEO VILLACA, individually and in a
representative capacity on behalf of other
members of the general public similarly
situated

Plaintiff(s),

vs.

NORTON LILLY INTERNATIONAL, INC.
and DOES 1 through 10, inclusive,
Defendants.

Case No. 37-2023-00054751-CU-OE-CTL

~~PROPOSED~~ ORDER APPROVING
PAGA SETTLEMENT OF PLAINTIFF'S
UNOPPOSED MOTION FOR PAGA
SETTLEMENT APPROVAL

Hearing Date: April 4, 2025

Hearing Time: 11:00 a.m.

Dept.: C-63

Judge: Hon. Katherine A. Bacal

1 Plaintiff MATTEO VILLACA ("Plaintiff") Motion for Approval of PAGA Settlement was
2 heard by the Court on April 4, 2025, The Court having reviewed the Motion for Approval of PAGA
3 Settlement, the PAGA Settlement Agreement and Release (Settlement Agreement") attached as
4 Exhibit A to the Declaration of Daniella Doern filed with Plaintiffs' motion, the papers, the
5 arguments of counsel, and other evidence and matters presented, and good cause appearing:
6

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

- 10 1. All terms used herein shall have the same meaning as defined in the Settlement Agreement.
- 11 2. The Court here by approves the terms set forth in the Settlement Agreement for the
12 settlement of PAGA claims in accordance with Labor Code section 2699(k)(2), and find that
13 agreement is in all respects, fair, adequate, and reasonable and directs the parties to
14 effectuate the PAGA settlement, according to the term set forth in the Settlement
15 Agreement.
16
- 17 3. The Settlement Agreement is not an admission by Defendants or by any release party, nor is
18 this order a finding of the validity of any allegations, or have any wrongdoing by
19 Defendants, or at any other released parties. Neither this order, or the Settlement Agreement,
20 nor any document refer to hearing, nor any action taken to carry out the Settlement
21 Agreement, may be construed as, or may be used as, admission of fault, wrongdoing,
22 omission, concession, or liability whatsoever by or against Defendants, or any of the release
23 parties.
24
- 25 4. The Court authorizes the Settlement Administrator to calculate and pay the Individual
26 PAGA Payments, in accordance with the terms of the Settlement Agreement.
- 27 5. The Court awards ILYM Group Inc., the Settlement Administrator in this Actions its fees
28 and costs in the amount of Two Thousand Seven Hundred Dollars (\$2,700.00) to be paid
from the Gross Settlement Amount.

- 1 6. The Court approves the allocations and payment of One-Hundred and Ten Thousand Dollars
2 (\$110,000.00) for the compromise of claims brought under PAGA, to be paid in accordance
3 with the terms of the Settlement Agreement.
- 4 7. Under the terms of the Settlement Agreement, 75% of the PAGA Payment will be paid to
5 the State of California Labor and Workforce Development Agency ("LWDA Payment"); the
6 remaining amount of the PAGA Payment shall be distributed to the Aggrieved Employees in
7 accordance with the terms of the Settlement Agreement.
- 8 8. Checks for Aggrieved Employee Individual PAGA Payments sent to Aggrieved Employees
9 shall be valid for 180 days after issuance. Funds remaining from any checks for any
10 Individual PAGA Payments uncashed after 180 days will be disbursed to the California
11 State Controllers' Office Unclaimed Property Fund.
- 12 9. The Court approves reasonable attorneys' fees in the amount of \$36,666.67 to Plaintiffs'
13 counsel in the Action.
- 14 10. The Court approves reasonable costs in the amount of \$855.50 to Plaintiffs' counsel in the
15 Action.
- 16 11. Fees in the amount of \$36,666.67 and Costs in the amount of \$855.50 for a total of
17 37,522.17.
- 18 12. The Court further orders that the Plaintiffs and the PAGA Settlement Members have
19 released in forever discharge the released parties from and regarding the released claims for
20 the PAGA Period, pursuant to the Settlement Agreement.

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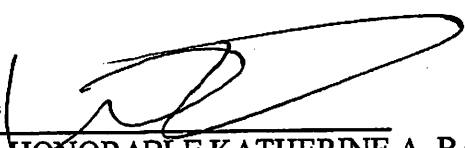
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13. This Order is entered, pursuant to the Settlement Agreement, and as intended to Effectuate the settlement more fully described in a Settlement Agreement.
14. This Court maintains jurisdiction to adjudicate any matters related to this and the Agreement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

IT IS SO ORDERED.

Date 4/4/25

By 
HONORABLE KATHERINE A. BACAL
JUDGE OF THE SUPERIOR COURT