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Patricia Lim

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

PATRICIA LIM, on behalf of herself and in
her representative capacity on behalf of the
State of California, and all other aggrieved
employees,

Plaintiff,

v.

WACHHORST LEIGH MEINSTER, a
California corporation, PETER CHANG
KONO, an individual, SHACHI BAHL, an
individual, MARTHA VANZINA, an
individual, ROBERT IVERSON, an individual,
and DOES 1-15

Defendants.

Case No: 24CV429909

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT**

[Complaint Filed: January 26, 2024]

Hearing Date: April 3, 2025

Time: 9:00 a.m.

Dept: 06

Hon. Evette D. Pennypacker

The Court, having read and considered Plaintiff PATRICIA LIM's Unopposed Motion for Approval of PAGA Settlement came before this Court, on April 3, 2025 and good cause appearing therefore, hereby orders as follows:

1. The Court grants approval of the PAGA Settlement based upon the terms set forth in the PAGA Settlement Agreement and Release executed by the Parties on December 6, 2024.

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1 2. All terms used for purposes of this Order, not otherwise defined, shall have the same
2 meaning as given in the PAGA Settlement Agreement and Release executed by the parties on
3 December 6, 2024.

4 3. Pursuant to Labor Code section 2699(I)(2), (I)(4), the Labor & Workforce Development
5 Agency (“LWDA”) has been given notice of the Settlement. In particular, on the date the Parties
6 filed this Motion for Approval of the Settlement with the Court, Plaintiff submitted to the LWDA a
7 notice of the Settlement by uploading a copy of this Motion and Settlement. The Court finds and
8 determines that Plaintiffs’ notice of the Settlement complied with the statutory requirements of
9 PAGA.

10 4. The Court confirms approval of the Settlement as to the following group of individuals,
11 collectively referred to as the alleged “Aggrieved Employees” means all current and former non-
12 exempt employees in the State of California from November 22, 2022, through the Approval Date
13 and resolves any and all claims relating to the facts and claims asserted in the Action and PAGA
14 Claim.

15 5. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
16 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
17 under the Settlement.

18 6. The Court finds that the Settlement should be approved under Labor Code section
19 2699(1)(2).

20 7. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

21 8. The Court finds that each Aggrieved Employee and the State of California releases the
22 Released Parties from all claims, demands, liabilities, damages, attorneys’ fees, costs, and penalties
23 against the Released Parties, that could have been recovered under the PAGA based on the facts
24 asserted in the PAGA Action for alleged: misclassification of non-exempt employees in violation
25 of C.C.R 11040 and Labor Code section 515; failure to pay wages when due in violation of Labor
26 Code sections 204 and 210; failure to pay minimum wages in violation of Labor Code sections
27 1194, 1197, 1197.1, 218.5, and 218.6; failure to pay overtime compensation in violation of Labor
28 Code sections 558, 510, 1194, and 1198; failure to provide rest periods in violation of Labor Code

1 sections 226.7 and 512; failure to provide meal periods in violation of Labor Code section 226.7
2 and 512; failure to pay wages upon termination in violation of Labor Code sections 201, 202, and
3 203; failure to provide accurate, itemized wage statements in violation of Labor Code sections 226,
4 226.3, and 1174.5, all corresponding and applicable Wage Orders (collectively the “PAGA
5 Claims”) that arose or may be alleged to have arisen at any time from November 22, 2022, up to
6 and including the date of this approval (“PAGA Claim Period”).

7 9. The Court finds that the Gross Settlement Payment, Net Settlement Amount, and the
8 methodology used to calculate and pay each PAGA Settlement Member Payment, in accordance
9 with the Settlement, are approved under Labor Code section 2699(1)(2).

10 10. The Court authorizes the Settlement Administrator to calculate and pay the Gross Settlement
11 Payment in accordance with the terms of the Settlement.

12 11. Out of the Settlement Sum, the following shall be paid:

- 13 a. Plaintiff’s Individual Settlement Payment in the amount of \$45,000.00 of which,
14 \$15,750.00 will be allocated to Plaintiff’s Counsel and \$29,250.00 to Plaintiff for release
15 of her individual claims;
- 16 b. Plaintiff’s Enhancement Payment in recognition of Plaintiff’s work on behalf of the
17 State of California and the Aggrieved Employees in the amount of \$3,000.00;
- 18 c. Attorneys’ fees and costs to Plaintiff’s Counsel for prosecution of the PAGA Claim in
19 the amount of \$39,600.00 for attorneys’ fees and \$12,483.36, for the costs incurred in
20 this matter;
- 21 d. Settlement Administration Costs in the amount of \$2,980.00;
- 22 e. The remaining Net Settlement Amount, estimated to be Sixteen Thousand Nine Hundred
23 Thirty Six Dollars and Sixty Four Cents (\$16,936.64), as payment to the LWDA and the
24 Aggrieved Employees with seventy-five percent (75%), estimated to be Twelve
25 Thousand Seven Hundred Two Dollars and Forty Eight Cents (\$12,702.48) of the Net
26 Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and the
27 remaining twenty-five percent (25%), estimated to be Four Thousand Two Hundred
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