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Attorney for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

HISTORIC COURT HOUSE

EFREN GAVIN GARIBAY, individually, ROSA UMANA PERAZA, individually, and on behalf of all other aggrieved employees,

Plaintiff,

v.

SUPER CENTER CONCEPTS, INC., a California corporation; SUPER CENTER CONCEPTS HOLDINGS, LLC, a California limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case Number: CVRI2406236

[Assigned for all purposes to the Honorable Harold W. Hopp]

RESERVATION ID: 679204020058

REQUEST FOR JUDICIAL NOTICE BY PLAINTIFFS IN SUPPORT OF MOTION FOR APPROVAL OF SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)

Date: September 18, 2025
Time: 8:30 a.m.
Dept.: 1

Action Filed: November 6, 2024
Trial Date: None Set

Pursuant to California Evidence Code sections 450 et seq., Plaintiffs, Efren Gavin Garibay and Rosa Umana Peraza ("Plaintiffs") respectfully request that this Court take judicial notice of the following document: Order Granting Approval of PAGA Settlement, dated July 1, 2021, in *Markesha Sanders, et al. v. Super Center Concepts, Inc.*, Superior Court of the State of California, County of Los Angeles, Case Number: 18STCV02508 ("*Sanders* Action"), which is subject to judicial notice and relevant to Plaintiffs Motion for Approval of PAGA Settlement. The Order in the *Sanders* Action is attached hereto and marked as Exhibit 1.

The Court may take judicial notice of this document under California Evidence Code Section 452, subsections (a) (d) or (h) because it is a court decision from the Superior Court of the State of California, County of Los Angeles, and it is not reasonably subject to dispute and is capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy, and is thus subject to judicial notice.

Plaintiffs have given sufficient notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants, Super Center Concepts, Inc., and Super Center Concepts Holdings, LLC of their Request for Judicial Notice and have provided sufficient information via its Memorandum of Points and Authorities in Support of Motion for Approval of the PAGA Settlement to enable the Court to take judicial notice of these matters. Therefore, Plaintiffs respectfully request that the Court grant the present request for judicial notice. It should be noted, counsel for Defendants represented Defendant, Super Center Concepts, Inc. in the *Sanders* Action.

Dated: August 4, 2025

THE WHEELER LAW FIRM, APC

By: ______________________________

Scott Ernest Wheeler
Justin A. Wheeler

CAPSTONE LAW, APC
Orlando Villalba

Attorney for Plaintiffs and the Aggrieved Employees

EXHIBIT A

FILED
Superior Court of California
County of Los Angeles
JUL 01 2021
SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK
BY MARIBEL MATA, Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

MARKESHA SANDERS, an individual, and on behalf of others similarly situated,

Plaintiff,

v.

SUPER CENTER CONCEPTS, INC., a California limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 18STCV02508

[~~TENTATIVE~~] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT

Date: July 1, 2021
Time: 9:00 a.m.
Dept.: SS 17

I. BACKGROUND AND PROCEDURAL HISTORY

Markesha Sanders (Plaintiff or Sanders) is a former employee of Super Center Concepts, Inc., dba Superior Grocers (Defendant or Superior), a grocery store chain. She worked as a cashier at Defendant's Hawthorne facility from June 2016 to July 2018. Sanders filed this putative class action against Superior on October 26, 2018, alleging causes of action based on Labor Code violations concerning meal and rest breaks, overtime, minimum wages, failure to maintain records, failure to provide accurate itemized wage statements, and related claims. Sanders amended her complaint February 19, 2019, to add a claim under the Private Attorneys' General Act of 2004 (the PAGA), Labor Code §2698 et seq. The PAGA claim incorporated the various claims set forth in the class action and added claim that Superior failed comply with Wage Order 7-2001, section 14, to provide cashiers with seats. Following investigation, Sander's counsel sought and obtained dismissal of the class claims. Sanders has also settled her individual claim for $10,000. Declaration of Matthew J. Matern, ¶ 41.

This motion was first heard April 22, 2021. The motion was denied without prejudice as insufficient evidence was presented concerning the nature and magnitude of the PAGA claim and the realistic range of potential recovery. Other issues that prevented a grant of approval were also pointed out to counsel. The parties renegotiated certain terms and drafted an Amended PAGA Settlement Agreement. Supplemental briefs filed June 11, 2021, provide sufficient evidentiary support for the motion.

II. TERMS OF THE PROPOSED PAGA SETTLEMENT

A fully executed copy of the Amended PAGA Settlement Agreement is at Exhibit C to the Declaration of Mikael H. Stahle. It contains the following essential terms and definitions:

- **Aggrieved Employees** means all persons who were employed by Superior as non-exempt Cashiers in the State of California at any time from August 30, 2017 to February 28, 2021. ¶9.
- **Aggrieved Period** means the period from August 30, 2017 to February 28, 2021. ¶10.
- Sander's counsel avers on information and belief that there are approximately 3,481 Aggrieved Employees. Matern Declaration, ¶6. Superior represents that there are approximately 100,000 pay periods during the Aggrieved Period. Agreement, ¶14(c).

- The **Effective Date** is the seventh business day following notice of entry of the Order and Judgment, or, if either Party timely notifies the other party of their intent to exercise their Appellate Rights within five (5) business days of Notice of entry of the Order and Judgment, the seventh calendar day following the final resolution of that appeal. ¶11.
- The **Settlement Consideration** is **$350,000.** ¶13.
    - Superior will deposit the Settlement Consideration into the QSF to be established by the Settlement Administrator on or before June 30, 2021, to be held in escrow. If the Court does not approve the settlement, the Settlement Consideration will revert back to Superior. Thirty five days after the Effective Date the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff's Counsel; and (d) itself. ¶19.
- The **PAGA Penalties Fund** means the Settlement Consideration less:
    - Up to **$116,667.00** (1/3) for attorneys' fees (¶15);
    - Up to **$15,000** for attorneys' costs of litigation (¶15)
        - Actual: $12,961.90;
    - Estimated **$20,000** for settlement administration (¶16)
        - Actual: $17,500.
- The **PAGA Penalties Fund** is **$202,871.** [$350,000 - $116,667 – $12,961.90 - $17,500 = $202,871.1] The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA pursuant to Labor Code section 2699(i), with 75% **($152,153)** paid to the LWDA and 25% **($50,718)** paid to the Aggrieved Employees. Payments will be calculated on the following pro-rata basis:

- Superior will calculate (i) the total number of pay periods worked by each Aggrieved Employee during the Aggrieved Period and (ii) the total number of pay periods worked by all Aggrieved Employees during the Aggrieved Period. ¶14(a).
- Superior will calculate each Aggrieved Employee's payment by multiplying that portion of the PAGA Penalties Fund allotted to Aggrieved Employees ($50,718) by the fraction created when the total pay periods of all Aggrieved Employees is divided by the total pay periods worked by the particular Aggrieved Employee. ¶14(b). This results in a "pay period" payment of approximately $.50. [$50,718÷100,000= $0.5071]

- **Tax Treatment** – Form 1099s are used for miscellaneous payments of at least $600, and will be used if applicable. ¶21. Superior is not responsible for any employee tax obligations. *Ibid.* The Settlement Administrator will issue the appropriate tax forms. ¶19.
- **PAGA Settlement Payments:** Within thirty five calendar days of thc Effective Date, the Settlement Administrator will issue payments to Aggrieved Employees, the LWDA, Plaintiff's Counsel, and itself. ¶19.
- **Uncashed Checks:** Settlement checks will remain negotiable for 180 days. Funds from uncashed checks will be tendered to the unclaimed property fund of the State Controller's Office. ¶20.
- **Non-Monetary Relief:** Superior will institute a pilot project providing suitable seats to Aggrieved Employees for use at appropriate check stands at a minimum of four stores, and at least two check stands per store in the pilot project, in California for a two-year period starting on the date of entry of the Order and

Judgment, with the intent to consider the feasibility of implementing seats at appropriate check stands in all of its California stores depending on the results of the pilot project ("Seating Pilot Project"). Within sixty (60) days of entry of the Order and Judgment, Superior will provide Plaintiff's counsel with written notice of the location of the four stores selected, as well as information sufficient to identify which check stand(s) are selected within each store. Superior will inform employees who work at the four stores of their potential for use within ninety (90) days of entry of the Order and Judgment. Superior will give notice to Plaintiff's counsel when it has given notice of the seating policy to existing employees. Superior will provide Plaintiff's counsel with written updates on a semi-annual basis, with status details. During the Seating Pilot Program, provided Superior has complied with its obligations under this paragraph and subject to Court approval of the Settlement Agreement, Superior shall be deemed to be in compliance with its obligation to provide suitable seating under Sections 14(A) and (B) of Wage Order 7-2001.

- If any PAGA lawsuits are filed during the Pilot Seating Program that allege a failure to provide suitable seating, Plaintiff will not oppose Superior's efforts to relate and/or coordinate such lawsuits with this action to subject them to the Court's continuing jurisdiction during the Pilot Seating Program. Plaintiff's counsel shall have the right to challenge the determination of Superior's compliance during the Seating Pilot Program if, after they meet and confer with Superior and Superior has been given 30 days to cure any deficiencies, they contend that Superior is not in compliance with the Seating Pilot Program. If Superior determines that it is feasible to provide suitable seats to cashiers following the conclusion of the Seating Pilot Program, Superior will provide such seats to all checks stands in its remaining stores. If Superior determines that it is not feasible to expand the Seating Pilot Program to its remaining stores, Superior must provide Plaintiff's counsel with the facts upon which Superior made that determination within fourteen days of making the determination. ¶23.

- **Continuing Jurisdiction** – After entry of the Order and Judgment, the Court will have continuing jurisdiction under Code of Civil Procedure §664.6 for the purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement and the Seating Pilot Program; (ii) settlement administration matters; and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. ¶27.

- **Release by Aggrieved Employees:** "The Parties agree and acknowledge that, to the maximum extent permitted by law, the final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiff, the LWDA, and the Aggrieved Employees, with respect to the recovery of civil penalties under PAGA, California Labor Code §2698, *et seq.*, only, against Superior and its past or present parents, subsidiaries, related companies, and affiliates, and each of their respective officers, directors, employees, partners, agents, attorneys, insurers, and/or any other individual or entity that could be liable for the acts or omissions of Superior ('Released Parties'). Upon the Effective Date, Plaintiff, the LWDA, and the Aggrieved Employees fully release the PAGA claim for penalties for the period of August 30, 2017 through February 28, 2021, for the alleged violations of Labor Code §§ 201, 202, 203, 204, 221, 233, 224, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 2698, 2699, 2802, and for

Superior's alleged failure to provide suitable seats to Aggrieved Employees pursuant to Wage Order 7-2001, sections 14(A) and 14(B) ('Settled Claims'). Aggrieved Employees will not be deemed to have released any individual wage and hour claims by virtue of this Settlement." ¶22.

- The Parties will retain CPT Groups, Inc. as the third-party settlement administrator. ¶16.
- Sanders submitted a copy of the Settlement Agreement to the Labor and Workforce Development Agency on March 30, 2021, who acknowledged receipt of same. Matern Declaration, ¶17. A copy of the Amended PAGA Settlement Agreement was submitted to the LWDA on June 11, 2021; a copy of the Court's April 22, 2021 Order was uploaded as well. Stahle Declaration, ¶2.g and Exhibit E thereto. The LWDA has expressed no objection to the settlement.

III. LEGAL STANDARD

PAGA was enacted to aid public agencies in enforcement of California's labor laws. Private persons suing under the PAGA do so as a proxy of the state. *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 185. Aggrieved Employees suing under the PAGA are authorized to recover civil penalties, which is essentially a law enforcement function, designed to protect the public. *Ibid.*, citing *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986 (*Arias*) and *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 379 (*Iskanian*). Labor Code §2699(*l*)(2) requires courts to "review and approve any settlement of any civil action filed pursuant to this part."

The California Supreme Court explains that a PAGA claim is a form of a qui tam action. *Iskanian, supra,* 59 Cal.4th 348, 382. As such, the Court looks to the standards in evaluating a qui tam settlement in evaluating this settlement, i.e. that the settlement is "fair, adequate, and reasonable." Cf. Cal. Govt. Code § 12652 (in a qui tam action a state or political subdivision may settle the action with the defendant notwithstanding the objections of the qui tam plaintiff if the court determines, after a hearing providing the qui tam plaintiff an opportunity to present evidence, that the proposed settlement is fair, adequate, and reasonable under all of the circumstances).

Assessing the fairness and adequacy of any settlement necessitates decision making based on unknowns. However, in determining whether settlements fall within the parameters of what may be considered reasonable, courts regularly rely on estimates of potential maximum values weighed against weaknesses of the claims. Other important indicia of fairness include arms'-length negotiations, experienced counsel, and an adequate investigation of the claims. But the potential value of the claims being settled is primary to any evaluation. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802 (*Dunk*); *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (*Kullar*).

" 'The proposed settlement cannot be judged without reference to the strength of plaintiffs' claims. "The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." ' " *Kullar*, *supra*, 168 Cal.App.4th at 129-130.

IV. ANALYSIS

A. The Settlement Can Be Deemed Fair, Reasonable, and Adequate

Sanders presents evidence that the Parties engaged in discovery prior to settlement, with Defendant producing policy documents, job descriptions, checkout station drawings, photographic data and video footage, and a sampling of time and payroll records. Matern Declaration, ¶10. After reviewing those records, counsel determined that there was little chance of class certification; the class claims were thereafter dismissed with Court approval. *Id.* at ¶9. The parties twice attended mediation without success. *Id.* at ¶14. Nevertheless, the Parties were eventually able to settle the PAGA claim. *Ibid.* The settlement includes, in addition to monetary penalties, injunctive relief involving a pilot seating program. *Ibid.*

Sanders presents evidence demonstrating the qualifications of her attorneys in class and PAGA litigation. Matern Declaration, ¶¶ 25-30.

While the parties engaged a mediator, whether and to what extent the negotiations were "arms' length" is of some concern as Plaintiff's individual claims were also settled. In response to the Court's inquiry, Plaintiff's counsel avers that the PAGA and individual claims were not concurrently resolved, and that Plaintiff's claim was only settled after agreement was reached to settle the PAGA claim for $350,000. Stahle Declaration, ¶2.a.

Meaningful analysis regarding the "nature and magnitude" of the claims was lacking and further briefing was requested. The claims at issue are a "seating "claim, as well as claims for alleged meal period violations, rest period violations, failure to pay minimum wages, failure to pay overtime, failure to timely pay all wages earned, failure to pay all wages due upon separation, failure to furnish accurate itemized wage statements, failure to maintain required records and failure to indemnify for necessary business expenditures. Matern Declaration, ¶17 and Exhibit 2 thereto.

Opinion is expressed that the potential penalties on the seating claim are $10,000,000. Matern Declaration, ¶¶ 18-19. The nature and strength of the seating claim, as well as the strength and the risks associated with continued litigation of that claim, are discussed. Matern Declaration, ¶¶ 22, 23. Plaintiff contends that because of the nature of a cashier's work, Superior should have provided them with appropriate seating rather than require that they remain on their feet. This claim is founded in Wage Order 7, which governs workers in the mercantile industry. It provides at ¶ 14: "(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats. (B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties." Sanders urged the view that tasks such as ringing up sales and moving merchandise on a conveyor belt could be performed from a seated position without interference with other required tasks, such as bagging. Superior disagrees, contending that cashier work does not reasonably permit the use of seats and citing *LaFace v Ralphs Grocery Company* (LASC case no. BC632679), which was recently adjudicated in the employer's favor. Matern Declaration, ¶22. The claim may be difficult to establish and subject to appeal. In addition, maximum penalties might not be assessed.

The supplemental brief includes an explanation as to why the remaining claims are being released although no money is provided in settlement: "We examined Defendant's wage and hour policies and they appeared to be compliant. Plaintiff's expert reviewed Plaintiff's time records and a sampling of employee time records and found them to be largely compliant." Stahle Declaration, ¶2.b. Counsel estimates that the $350,000 settlement falls within a realistic settlement range for three reasons: the seating claim is the only viable claim as Defendant's records it to be largely compliant in other ways; the settlement of $3.50 per pay period is similar to two other seating claims, where the per pay period settlements were $0.81 (*Pickett v. 99Cents Only Stores*, LASC Case No. BC473038) and $4.66 (*Enombang v. Target*, Alameda Superior Court Case No. RG17853948). Stahle Declaration, ¶2.c.

The use of other trial court orders to justify the amount offered in settlement is questionable without a full discussion of the facts in those cases. However, the supplemental brief contains a discussion of a recent trial court decision in *LaFace v. Ralphs Grocery Company*, LASC Case No. BC632679 (copy at Exhibit A to Stahle Declaration) and the Court's opinion in that action, suggesting that the seating claim would not be easy to establish. In addition, the experimental seating program may have some (unquantifiable) value. See *O'Connor v. Uber Techs., Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1133. One potential outcome is that Defendant might expand it to all stores. If it decides not to do so, the amended agreement provides that Defendant will provide Plaintiff's counsel with information as to how that decision was reached, at which point Plaintiff's counsel can consider what options exist. Stahle Declaration, ¶2.d.

If the requested deductions are taken in full $50,718 will remain in the PAGA Penalties Fund for distribution to Aggrieved Employees. Payments to Aggrieved Employees will average $14.50 [$50,718 ÷ 3,481= $14.56].

Given the potential likely outcomes and noting that the LWDA has not objected to the settlement the amount is within the range of possible outcomes and is considered reasonable.

B. Release and Notice to Aggrieved Employees

The PAGA requires notice to the employer and to the LWDA of the claims alleged and the supporting facts and theories. Labor Code §2699.3(a)(1)(A); *Arias, supra*, 46 Cal.4th at 981. If the agency does not investigate, does not issue a citation, or fails to respond to the notice within 65 days, the employee may sue. Labor Code §2699.3(a)(2). The notice requirement allows the relevant state agency to "decide whether to allocate scarce resources to an investigation." *Williams v. Superior Court* (2017) 3 Cal.5th 531, 546. The notice must specify both the alleged violations and the aggrieved employees. *Khan v. Dunn-Edwards Corp.* (2018) 19 Cal.App.5th 804. It appears the letter delimits the authority of the aggrieved employee in terms of the claims he or she is authorized to bring on behalf of the LWDA.

Class action procedures do not apply in PAGA actions and thus notice and an "opt-out" mechanism is not required. *Arias*, supra, 46 Cal.4th 969, 975; 987. The Agreement provides that the checks to Aggrieved Employees will be accompanied by an explanatory letter. A copy of the amended proposed notice to aggrieved employees is attached as Exhibit D to the Stahle Declaration. It provides general information about the case, including the release language, and the expiration date of the check. The procedure set forth in ¶20 for providing notice (NCOA check of addresses, forwarding and skip tracing, if necessary, of returned mail) appears appropriate.

As a whole and as narrowed by amendment, the release appears appropriate.

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C. Request for Attorneys' Fees and Costs

An aggrieved employee who prevails in a PAGA action may recover reasonable attorney's fees and costs. Labor Code §2699(g)(1). Counsel indicates that the fees are sought pursuant to a percentage of the common fund calculation, as provided in the Settlement Agreement, and are reasonable as the fee request is smaller than the lodestar.

Plaintiff's Counsel requests a fee award of **$116,667.00.** Matern Declaration, ¶31. The PAGA Settlement provides for a sum not to exceed $116,667 in attorney's fees and $15,000 in costs. PSA ¶15.

Regarding lodestar, counsel has provided the following information:

Biller	**Rate**	**Hours**	**Total**
Matthew J. Matern	$950/hour	11.50	$10,925.00
Mikael H. Stahle	$875/hour	84.20	$73,675.00
Debra J. Tauger	$875/hour	42.00	$36,750.00
Tagore O. Subramaniam	$725/hour	13.50	$9,787.50 *
Total		**151.20**	**$131,137.50**

* This differs from the calculation in the Matern Declaration at ¶31. This difference also changes the total.

The Court expresses no view that the proposed hourly rates are appropriate and notes that Plaintiff's Counsel's representation that this Court has so found (Matern Dec. ¶37(d)) is not entirely correct. While the initial Final Order and Judgment (February 28, 2019) and Amended Final Order and Judgment (December 17, 2019) in Case No. BC648134 contain the language referred to, this was subsequently modified. See Minute Orders of January 10, 2020 and February 25, 2020, and Second Amended Final Order and Judgment entered March 3, 2020, in *Lenard v Buy Buy Baby, Inc.* Case No. BC648134.

Case law as to class actions in general and the Court's experience with respect to PAGA claims is that the average award is 33 1/3 %. "'Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.'" *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11, quoting *Shaw v. Toshiba America Information Systems, Inc.* (E.D.Tex. 2000) 91 F. Supp. 2d 942, 972. Other cases suggest an award of 25 percent "'[i]s the "benchmark" award that should be given in common fund cases.'" *Lealao, v. Beneficial California Inc.* (2000) 82 Cal.App.4th 19, 24, fn. 1, quoting *Six Mexican Workers v. Arizona Citrus Growers* (9th Cir. 1990) 904 F.2d 1301, 131.

Without more current objective empirical data regarding PAGA awards, the Court sets fees at 33 1/3%. Accordingly, the Court awards fees in the amount of **$116,667.**

As for costs, Plaintiff's Counsel requests reimbursement in the amount of **$12,961.90**. Matern Declaration, ¶40. The settlement provides for costs up to $15,000.

Plaintiff's Counsel has itemized those costs totaling $12,961.90. They include, but are not limited to, Attorney Service Expenses ($1,220.01), Court Reporter ($2,050.50) Court Conference Call ($94.00), Depositions ($389.25), Expert Witness Services ($1,015.50), Filing Fees ($1,510.00), and Mediation ($5,500). Plaintiff anticipates an additional $800 in costs for court reporters and attorney service costs.

The costs appear to be reasonable and necessary to the litigation and are reasonable in amount. The request for costs of **$12,961.90** is approved.

D. Settlement Administration

CPT Group, Inc. will perform settlement administration. ¶16. Settlement Administration costs will be paid from the Settlement Consideration and are estimated at $20,000.

CPT engages in regular audits and security measures, including daily Risk Assessment and Threat Intelligence scans to ensure the security of its data storage. It also utilizes Data Loss Prevention software and requires staff to complete cyber security training. CPT also carries insurance coverage to provide coverage for potential losses. Declaration of Julie Green, ¶¶ 7, 8. CPT has agreed to administer this settlement for the discounted fee of $17,500. *Id.* at ¶9.

V. CONCLUSION AND ORDER

Having considered the moving papers, the Court now grants approval of the PAGA Settlement and orders all of the following:

(1) The **$350,000** PAGA Settlement is approved as fair, adequate, and reasonable;

(2) **$116,667.00** in attorney fees is awarded to Matern Law Group;

(3) **$12,961.90** in litigation costs is awarded to Matern Law Group;

(4) **$17,500** in PAGA administration costs is awarded to CPT Group, Inc.;

(5) **$152,153** in penalties is to be paid to the LWDA.

The settlement funds shall be disbursed no later than 9/15/2021. A proposed form of judgment shall be submitted by 7/14/2021. A final distribution report shall be filed by 12/8/2021. The Court sets a non-appearance review for 12/15/2021 at 8:30 a.m.

Dated: 7/1/2021

MAREN E. NELSON
JUDGE OF THE SUPERIOR COURT

THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

Make a Reservation

PERAZA vs SUPER CENTER CONCEPTS, INC.

Case Number: CVRI2406236 Case Type: Civil Category: Unlimited Civil Other Employment
Date Filed: 2024-11-06 Location: Historic Court House - Department 1

Reservation

Case Name: PERAZA vs SUPER CENTER CONCEPTS, INC.	Case Number: CVRI2406236
Type: Motion for Approval of PAGA Settlement	Status: RESERVED
Filing Party: SCOTT ERNEST WHEELER (Attorney)	Location: Historic Court House - Department 1
Date/Time: 09/18/2025 8:30 AM	Number of Motions: 1
Reservation ID: 679204020058	Confirmation Code: CR-EBJGHJSBJJWBSP4FS

Fees

Description	**Fee**	**Qty**	**Amount**
Motion for Approval of PAGA Settlement	0.00	1	0.00
TOTAL			**$0.00**

Payment

Amount: $0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a

Print Receipt | Reserve Another Hearing | View My Reservations