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Defendants.

Filed on: January 7, 2025
Trial date: Not set

[PROPOSED] ORDER AND JUDGMENT FOR APPROVAL OF PAGA SETTLEMENT

1 2. The Court hereby approves the terms set forth in the PAGA Settlement
2 Agreement and finds that the PAGA Settlement Agreement is, in all respects, fair,
3 adequate, and reasonable and orders the Parties to effectuate the PAGA Settlement
4 Agreement according to its terms. The Court finds that the PAGA Settlement Agreement
5 has been reached as a result of informed and non-collusive arm's-length negotiations.
6 The Court further finds that the Parties have conducted extensive investigation and
7 research, and their attorneys were able to reasonably evaluate their respective positions.
8 The Court also finds that settlement now will avoid additional and potentially substantial
9 litigation costs, as well as delay and risks if the Parties were to continue to litigate the
10 case. The Court has reviewed the monetary recovery being provided as part of the
11 Settlement, including the gross settlement value of \$80,000.00, and recognizes the
12 significant value accorded to PAGA Settlement Group Members.

13 3. The Court further finds and determines that the terms of the PAGA
14 Settlement are fair, reasonable, and adequate to the PAGA Settlement Group Members
15 and to each PAGA Settlement Group Member and that the Settlement is ordered finally
16 approved, and that all terms and provisions of the Settlement shall be and hereby are
17 ordered to be performed as set forth in the PAGA Settlement Agreement.

18 4. The PAGA Settlement Agreement is not an admission by Defendant or by
19 any other Released Party, nor is this Order and Judgment a finding of the validity of any
20 allegations or of any wrongdoing by Defendant or any other Released Party. Neither this
21 Order and Judgment, the Settlement Agreement, nor any document referred to herein, nor
22 any action taken to carry out the PAGA Settlement Agreement, may be construed as, or
23 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
24 whatsoever by or against Defendant or any of the other Released Parties.

25 5. Payment to each PAGA Settlement Group Member shall be made pursuant
26 to the procedure described in the PAGA Settlement Agreement.

27 6. The Court hereby confirms Thomas Solmer of Solmer Law Corporation as
28 PAGA Counsel.

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2 7. The Court hereby approves the payment to the California Labor and
3 Workforce Development Agency of \$26,386.62, representing 65% of PAGA penalty of
4 \$40,594.80, as its share of the settlement of civil penalties under the Private Attorneys
5 General Act, and that it is fair, reasonable, and appropriate. The Court hereby orders
6 Defendant to pay this amount in accordance with the PAGA Settlement Agreement. The
7 Court hereby orders Defendant to pay the remaining Individual Penalty Payments
8 (\$14,208.18) in accordance with the PAGA Settlement Agreement.

9 8. The Court hereby awards attorneys' fees in the amount of \$24,000.00 to
10 PAGA Counsel for their attorneys' fees and \$11,655.20 for costs incurred. This award
11 fully satisfies all fees and costs incurred by PAGA Counsel which represented Plaintiff
12 and the PAGA Settlement Group Members in this proceeding.

13 9. The Court hereby confirms the appointment of ILYM Group, Inc., as the
14 Settlement Administrator and awards claims administration fees in the amount of
15 \$3,750.00. The Court directs distribution of settlement benefits by the Settlement
16 Administrator in accordance with the PAGA Settlement Agreement and this Order and
17 Judgment. Any amounts hereby allocated for settlement administration in excess of the
18 final fee charged by ILYM Group, Inc. will revert to the PAGA Penalty share and be
19 distributed 65% percent to the LWDA and 35% to aggrieved employees, in accordance
20 with the PAGA Settlement Agreement.

21 10. Defendant and the other Released Parties shall have no further liability for
22 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or
23 liability, except as provided in the PAGA Settlement Agreement.

24 11. The Court further approves the Notice to be sent to the PAGA Settlement
25 Group Members attached hereto as Exhibit 4. The settlement administrator is ordered to
26 give notice of entry of judgment to the aggrieved employees.

27 12. The Parties are hereby ordered to comply with the terms of the PAGA
28 Settlement Agreement. The court orders the parties and the settlement administrator to

1 administer the settlement in accordance with the terms of the settlement agreement.

2 13. The Parties shall bear their own costs and attorneys' fees except as
3 otherwise expressly set forth in the PAGA Settlement Agreement and this Order and
4 Judgment.

5 14. No person shall have any claim against any of the Parties, Defense Counsel,
6 and/or Plaintiff's Counsel, based on the distribution of the Settlement Sum (including,
7 without limitation, the Fee Amount, the LWDA Penalty Payment, and/or the Net
8 Individual Penalty Payments) made in accordance with this Order and Judgment and the
9 PAGA Settlement Agreement.

10 15. Without affecting the finality of this Order and Judgment in any way, the
11 Court shall have and retain continuing jurisdiction under California Code of Civil
12 Procedure section 664.6, over this Action, over all Parties and the PAGA Settlement
13 Group Members, including after the entry of this Order and Judgment, to the fullest
14 extent necessary to interpret, enforce and effectuate the terms and intent of the PAGA
15 Settlement Agreement and this Order and Judgment.

16 16. A hearing for a final accounting of the distribution of settlement funds shall
17 be held on November 19, 2026 at 9:00 A.M. in Department CX105 of the above-entitled
18 Court. Counsel for Plaintiff shall submit a final administrator's report at least 9 court
19 days before the hearing addressing the status of the settlement administration, including
20 the actual amounts paid to the aggrieved employees and the other amounts distributed
21 under the settlement, including any uncashed checks.

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23 Dated:

Hon. Melissa R. McCormick
JUDGE OF SUPERIOR COURT

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