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Attorneys for Plaintiff ALEJANDRO ESTRADA URENO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

ALEJANDRO ESTRADA URENO, an
individual, on behalf of himself, and on behalf
of all persons similarly situated,

Plaintiff,

v.

DWWH, INC. dba WEIR CANYON
HONDA, a California corporation; and DOES
1-50, Inclusive,

Defendants.

Case No.: 30-2023-01316346-CU-OE-CXC

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

Hearing Date: October 18, 2024

Hearing Time: 9:00 AM

Judge: Hon. William D. Claster
Dept.: CX101

Reservation ID: 74355182

1 Plaintiff Alejandro Estrada Ureno (“Plaintiffs”) with Defendants DWWH, Inc., dba Weir
2 Canyon Honda and DWWA, Inc. dba Weir Canyon Acura (“Defendants”) moved for approval of
3 the proposed settlement of Plaintiff’s claims for civil penalties under the California Labor Code
4 Private Attorneys General Act (“PAGA”), pursuant to California Labor Code section 2699(l).
5 Plaintiff seeks approval of the settlement, including the Gross Settlement Amount (“GSA”) of
6 \$130,000.00. The Joint Stipulation of Settlement of PAGA Action and Release of PAGA Claims
7 (the “Settlement Agreement”) provides that a PAGA Payment of \$51,766.67 shall be paid from the
8 \$130,000.00 GSA. The Settlement Agreement also provides that (1) \$43,333.33 be paid to PAGA
9 Counsel for payment of attorneys’ fees; (2) PAGA Counsel’s actual litigation costs incurred be paid
10 to PAGA Counsel, \$20,000.00; (3) \$4,900.00 be paid to the Settlement Administrator for the cost
11 of administration of the settlement; and (4) up to \$10,000 be paid to Plaintiff as an Enhancement
12 Payment. The Labor Workforce Development Agency (“LWDA”) was provided with notice of the
13 settlement and the motion via its online process and no objection has been received to the settlement
14 or the motion.

15 As of the Funding Date, in exchange for consideration set forth in the Parties’ agreement,
16 Plaintiff, the LWDA and the State of California shall release Released Parties from the Released
17 PAGA Claims during the PAGA Period. The Released Parties are defined as Defendants and all
18 of their past, present, and future respective subsidiaries, dba's, affiliates, parents, predecessors,
19 successors, investors, and their current and former employees, managing agents, servants, staffing
20 agencies, PEOs, consultants, agents, directors, officers, members, independent contractors,
21 representatives, insurers, reinsurers, and attorneys. The Released PAGA Claims include PAGA
22 penalties arising from the labor code violations occurring during the PAGA Period and alleged or
23 that reasonably could have been alleged in Plaintiffs operative complaint and PAGA Notice of
24 Claims to the LWDA. The PAGA Period is the period between January 20, 2022 through March
25 15, 2024.

26 Good cause appearing based on the reasons set forth in the motion for approval, the Court
27 hereby GRANTS the motion and approves the PAGA settlement as set forth in the Settlement
28

1 Agreement and the net settlement amount of \$51,766.67, which shall be allocated and paid out as
2 set forth in the Settlement and in accordance with Labor Code section 2699(i).

3 After entry of this Judgment, the Court shall retain jurisdiction to construe, interpret,
4 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to
5 a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
6 connection with the distribution of settlement benefits.

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8 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**
9 **ENTERED ACCORDINGLY.**

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11 DATED: _____

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13 HON. WILLIAM D. CLASTER
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