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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

MARIA G. GONZALEZ ROMERO, an
individual, on behalf of herself, and on behalf
of all other aggrieved employees,

Plaintiff,

vs.

CABE BROTHERS RENTALS, LLC, a
California Limited Liability Company; CABE
BROTHERS, a California Corporation; and
Does 1 through 50, Inclusive;

Defendants

Case No: 22STCV18688

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: December 13, 2024
Time: 8:30 a.m.

Judge: Hon. Colin P. Leis
Dept: 74

1 Plaintiff Maria G. Gonzalez Romero (“Plaintiff”) moves for approval of the settlement of
2 Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”),
3 pursuant to California Labor Code § 2699(l), against Cabe Brothers Rentals, LLC and Cabe
4 Brothers (“Defendants”).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
6 in this action and is authorized to act as a private attorney general with respect to the PAGA claims
7 being released under the terms of the Joint Stipulation of Settlement of PAGA Action and Release
8 of PAGA Claims (“Settlement Agreement”). The California Labor Workforce Development
9 Agency (“LWDA”) was provided with notice of the settlement and the motion for approval of the
10 settlement via its online portal and no objection has been received to the settlement or the motion
11 from the LWDA. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the
12 Gross Settlement Amount to be paid as part of the settlement as set forth in the Settlement
13 Agreement, which was filed with the Court (“PAGA Settlement”). The PAGA Settlement provides
14 for a Gross Settlement Amount in the total sum of \$170,000, which includes the Net Settlement
15 Amount, PAGA Counsel Award in the amount of \$61,666.66 (comprised of attorneys’ fees in the
16 amount of \$56,666.66 and reimbursed litigation expenses in the amount of \$5,000), and an
17 Administrator Expenses Payment estimated in the amount of \$4,000. The Net Settlement Amount
18 is the amount remaining from the Gross Settlement Amount after the deduction of the Claims
19 Administration Costs and PAGA Counsel Award. The Administrator will be Apex Class Action
20 LLC. The sum of any settlement checks not cashed within 180 days, or the extended deadline as
21 provided in the Settlement Agreement, will be transmitted to the Human Rights Watch of Southern
22 California, a non-profit 501(c)(3) organization. The Court approved the Gross Settlement Amount
23 and the distributions of the Gross Settlement Amount as set forth above.

24 The Court, having reviewed the evidence and papers submitted and argument of counsel,
25 pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiff’s unopposed motion and
26 approves the PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement
27 Amount, which shall be allocated and paid out as set forth in the Settlement Agreement. The
28 “Aggrieved Employees” are defined as “all current and former non-exempt employees who worked

1 for Defendants and performed work in California during the period from December 15, 2020, to
2 December 4, 2023.” (“PAGA Period”). Upon entry of Judgment and funding in full of the PAGA
3 Settlement by Defendants, Defendants and each of their former and present directors, officers,
4 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
5 and affiliates (“Released Parties”) shall be entitled to a release from the State of California, the
6 LWDA, Plaintiff and the Aggrieved Employees as to the following claims: all released PAGA
7 claims alleged in the Operative Complaint and Plaintiff’s PAGA Notice to the LWDA which
8 occurred during the PAGA Period, including but not limited to, claims under Labor Code sections
9 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d),
10 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804 and 2698, et seq., California Code of
11 Regulations, Title 8, Section 1 1070(14), the applicable Industrial Welfare Commission Wage
12 Order(s), and any resulting claim for attorneys’ fees and costs and expressly excluding all other
13 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
14 disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.
15 (“Released PAGA Claims”).

16 Neither the Settlement Agreement nor the settlement contained therein, nor any act
17 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
18 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
19 Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
20 evidence of, any fault or omission by Defendants or any of the Released Parties in any civil,
21 criminal, or administrative proceeding in any court, administrative agency, or other tribunal.
22 Defendants or any of the Released Parties may file the Settlement Agreement and/or the separate
23 Judgment from this action in any other action that may be brought against them in order to support
24 a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
25 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or
26 similar defense or counterclaim.

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1 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
2 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
3 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
4 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
5 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: _____, 2024
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14 _____
15 THE HONORABLE COLIN P. LEIS
16 JUDGE OF THE SUPERIOR COURT
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