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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

YESENIA MURILLO, individually, and in a
representative capacity on behalf of members
of the public similarly situated,

Plaintiff(s),

vs.

COSTCO WHOLESALE CORPORATION,
a Washington Corporation; REAL TIME
STAFFING SERVICES LLC dba SELECT
STAFFING, a California Limited Liability
Company; EMPLOYBRIDGE HOLDING
COMPANY dba SELECT STAFFING, a
Delaware Corporation; and DOES 1 through
25, Inclusive,

Defendant(s).

Case No. 37-2023-00055902-CU-OE-CTL

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT & ENTRY OF
JUDGMENT; NOTICE OF PLAINTIFF’S
UNOPPOSED MOTION FOR PAGA
SETTLEMENT APPROVAL**

Action Filed: December 26, 2023

Hearing Date: December 27, 2024
Hearing Time: 8:30 a.m.
Dept.: C-74
Judge: Hon. Blaine K. Bowman

1 Plaintiff YESENIA MURILLO's ("Plaintiff") Motion for Approval of PAGA Settlement
2 was heard by the Court on December 27, 2024, The Court having reviewed the Motion for
3 Approval of PAGA Settlement, the PAGA Settlement Agreement and Release (Settlement
4 Agreement") attached as Exhibit A to the Declaration of Samuel F. Rotshtein filed with Plaintiff's
5 motion, the papers, the arguments of counsel, and other evidence and matters presented, and good
6 cause appearing:

7
8 IT IS HEREBY ORDERED that the Plaintiff's Motion for Approval of PAGA Settlement is
9 GRANTED, subject to the following findings and orders:
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- 11 1. All terms used herein shall have the same meaning as defined in the Settlement Agreement.
- 12 2. The Court hereby approves the terms set forth in the Settlement Agreement for the
13 settlement of PAGA claims in accordance with Labor Code section 2699(1)(2), and finds
14 that agreement is in all respects, fair, adequate, and reasonable and directs the parties to
15 effectuate the PAGA settlement, according to the term set forth in the Settlement
16 Agreement.
- 17 3. The Settlement Agreement is not an admission by Defendants or by any released party, nor
18 is this order a finding of the validity of any allegations, or any wrongdoing by Defendants,
19 or any other released parties. Neither this order, nor the Settlement Agreement, nor any
20 document referred to at the hearing, nor any action taken to carry out the Settlement
21 Agreement, may be construed as, or may be used as, admission of fault, wrongdoing,
22 omission, concession, or liability whatsoever by or against Defendants, or any of the
23 released parties.
- 24 4. The Court authorizes the Settlement Administrator to calculate and pay the Individual
25 PAGA Payments, in accordance with the terms of the Settlement Agreement.
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5. The Court awards ILYM Group, Inc., the Settlement Administrator in this Actions its fees and costs in the amount of Five Thousand Six Hundred and Fifty Dollars (\$5,650.00) to be paid from the Gross Settlement Amount.
6. The Court approves the allocations and payment of the Gross Settlement Amount of Seventy Thousand Dollars (\$70,000) for the compromise of claims brought under PAGA, to be paid in accordance with the terms of the Settlement Agreement.
7. Under the terms of the Settlement Agreement, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency (“LWDA Payment”); the remaining amount of the PAGA Payment shall be distributed to the Aggrieved Employees in accordance with the terms of the Settlement Agreement. Both payments will be paid out of the Gross Settlement Amount.
8. Checks for Aggrieved Employee Individual PAGA Payments sent to Aggrieved Employees shall be valid for 180 days after issuance. Funds remaining from any checks for any Individual PAGA Payments uncashed after 180 days will be disbursed to the California State Controllers’ Office Unclaimed Property Fund.
9. The Court approves reasonable attorneys’ fees in the amount of \$23,333.33 to Plaintiff’s counsel in the Action to be paid out of the Gross Settlement Amount.
10. The Court approves reasonable costs in the amount of \$1,200.00 to Plaintiff’s counsel in the Action to be paid out of the Gross Settlement Amount.
11. Fees in the amount of \$23,333.33 and Costs in the amount of \$1,200 total \$24,533.00
12. The Court further orders that the Plaintiff and the PAGA Settlement Members have released and forever discharge the released parties from and regarding the released claims for the PAGA Period, pursuant to the Settlement Agreement.
13. This Final Judgment is entered, pursuant to the Settlement Agreement, and as intended to Effectuate the settlement more fully described in the Settlement Agreement.
14. This Court maintains jurisdiction to adjudicate any matters related to this Order and Judgment and the Agreement pursuant to Code of Civil Procedure section 664.4.

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IT IS SO ORDERED.

Date _____

By _____
HONORABLE BLAINE K. BOWMAN
JUDGE OF THE SUPERIOR COURT