

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

VIOLENA PEREZ MARTINEZ, an individual,
on behalf of herself, and on behalf of all other
aggrieved employees,

PLAINTIFFS,

VS.

OLLI SALUMERIA AMERICANA, LLC; and
Does 1 through 50, Inclusive,

DEFENDANTS.

Case No: 37-2022-00017063-CU-OE-CTL

Action Filed: May 5, 2022

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

Date: April 7, 2023

Time: 9:00 a.m.

Dept.: 75

Judge: Hon. James Mangione

1 Plaintiff Violena Perez Martinez (“Plaintiff”) move 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 Olli Salumeria Americana, LLC
4 (“Defendant”).

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 attorneys 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 was provided with notice of the settlement and the motion for approval of the settlement
10 via its online process and no objection has been received to the settlement or the motion from the
11 Labor Workforce Development Agency. The Parties seek approval of the settlement of Plaintiff’s
12 PAGA claims and the Gross Settlement Amount to be paid as part of the settlement as set forth in
13 the Settlement Agreement, which was filed with the Court (“PAGA Settlement”). The PAGA
14 Settlement provides for a Gross Settlement Amount in the total sum of \$190,000, which includes
15 the Net Settlement Amount, Plaintiff’s Counsel Award in the amount of \$63,333.33, Plaintiff’s
16 Counsel litigation expenses in the amount of up to \$15,000 and a Settlement Administration Costs
17 estimated in the amount of \$6,000. The Net Settlement Amount is the amount remaining from the
18 Gross Settlement Amount after the deduction of the Settlement Administration Cost, Plaintiff’s
19 Counsel Award and Plaintiff’s Counsel’s cost amount. The Settlement Administrator will be ILYM
20 Group Inc. The sum of any settlement checks not cashed within 180 days, or the extended deadline
21 as provided in the Settlement Agreement, will be transmitted to the Community Law Project, a Cy
22 Pres, to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in
23 the names and corresponding amounts associated with each Aggrieved Employee whose check(s)
24 are cancelled. The Court approved the Gross Settlement Amount and the distributions of the Gross
25 Settlement Amount as set forth above.

26 The Court, having reviewed the evidence and papers submitted and argument of counsel,
27 pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Parties’ motion and approves the
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1 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
2 which shall be allocated and paid out as set forth in the Settlement Agreement.

3 The “Aggrieved Employees” are defined as “individuals employed by Defendant as non-
4 exempt employees in California during the PAGA Period.” The PAGA Period is March 1, 2021 to
5 September 28, 2022. Upon entry of final judgment and funding of the Gross Settlement Amount in
6 full, in exchange for the consideration set forth in the Settlement Agreement, the Plaintiff, the
7 LWDA, and the State of California shall release the Defendant from the PAGA Released Claims
8 for the PAGA Period. “PAGA Released Claims” means all PAGA claims alleged in the operative
9 complaint and Plaintiff’s March 1, 2022 Notice to the LWDA which occurred during the PAGA
10 Period.

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

6 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
7 **ENTERED ACCORDINGLY.**

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9 DATED: _____, 2023
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12 _____
13 THE HONORABLE JAMES MANGIONE
14 JUDGE OF THE SUPERIOR COURT
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