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Attorneys for Plaintiff MARIO DORADO, an individual, and on behalf of all similarly situated employees,

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUN 30 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

MARIO DORADO,

Plaintiff,

v.

THE PICERNE GROUP, INC.; TPG
(CERRITOS) ACQUISITION, LLC; and
~~DOES 1 through 50, inclusive,~~

Defendants.

Case No. 30-2019-01116690-CU-OE-CXC

~~AMENDED [PROPOSED]~~ ORDER
APPROVING SETTLEMENT
AGREEMENT AND ENTERING FINAL
JUDGMENT

Date: September 17, 2021
Time: 9:30 a.m.

Judge: Hon. James J. Di Cesare
Dept.: C16

Complaint filed: December 6, 2019
Trial date: None yet set

1 On September 17, 2021, a hearing was held on the joint motion of Plaintiff MARIO
2 DORADO and Defendants THE PICERNE GROUP, INC. and TPG (CERRITOS)
3 ACQUISITION, LLC (“Defendants”) motion for approval of a settlement agreement pursuant to
4 California’s Private Attorney General Act (“PAGA”) (the “Settlement”). The Court having
5 considered all papers filed, proceedings herein and the Parties submission on the Court’s tentative
6 ruling and otherwise being fully informed, and having made this Judgment which constitutes a final
7 adjudication of this matter on the merits, and good cause appearing,

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

9 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
10 have the same meaning as given in the Amended PAGA Settlement Agreement (“Settlement”)
11 executed between the Parties on March 31, 2021.

12 2. Pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab.
13 Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency (“LWDA”) has been
14 given notice of the Settlement. Pursuant to PAGA, on the date the Plaintiff filed the motion seeking
15 approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the
16 Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff’s
17 notice of the Settlement complied with the statutory requirements of PAGA.

18 3. The Court confirms approval of the Settlement as to the following group of
19 individuals, collectively referred to as the “PAGA Settlement Group Members”:

20 The forty-six (46) current and former non-exempt employees of
21 Defendants in California at any time during the period from
22 October 2, 2018 to the date that the Court approves this Settlement.
23 The Total Settlement Amount will not be increased unless there is
24 ultimately 10% more than the forty-six (46) total PAGA Settlement
25 Group Members from October 2, 2018 through date on which the
26 Court grants approval of the Settlement (i.e., more than fifty-one
27 (51) total PAGA Settlement Group Members), in which case the
28 Gross Settlement Amount shall be increased proportionally.

1 4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
2 Settlement Group Members, and over those persons and entities undertaking affirmative
3 obligations under the Settlement.

4 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
5 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

6 6. The Court approves the revised Notice to PAGA Settlement Group Members,
7 Exhibit B to the Amended Settlement Agreement, which provides instructions for PAGA
8 Settlement Group Members to dispute and/or correct their Settlement Share before payments are
9 made.

10 7. The Court finds that each PAGA Settlement Group Member, in accordance with the
11 Settlement, releases the following "Released Claims" against the Released Parties.

12 Any and all individual and representative claims under PAGA of
13 whatever kind or nature, whether known or unknown, arising
14 during the Covered Period based on the facts alleged by Plaintiff in
15 the Action and Plaintiff's notice letter to LWDA, including but not
16 limited to claims under Labor Code sections 201-203, 226, 226.7,
17 227.3, 510, 512, 1174, 1194, 1197, 2802, 2698, 2699.3, and 2699.5,
18 the Industrial Welfare Commission Wage Orders, and any resulting
19 claim for attorneys' fees and costs.

20 8. As to the Released Claims Only, the PAGA Settlement Group Members also waive
21 and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code.

22 9. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
23 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
24 are fair and reasonable.

25 10. The Court authorizes the Settlement Administrator to calculate and pay the
26 Settlement Shares, in accordance with the terms of the Settlement.

27 11. The Court awards the Settlement Administrator in this Action its fees and costs of
28 \$seven thousand dollars (\$7,000.00), in accordance with the terms of the Settlement Agreement.

1 12. The Court awards to Plaintiff's Counsel in this Action its fees and costs of \$fifty-
2 eight thousand three hundred thirty-three dollars (\$58,333.00), in accordance with the terms of the
3 Settlement Agreement.

4 13. The Court approves the allocations and payment of one hundred thirty thousand
5 dollars (\$130,000.00) as for the compromise of claims brought under PAGA, to be paid in
6 accordance with the terms of the Settlement. Under the terms of the Settlement, 75% of the Net
7 Settlement Amount will be paid to the State of California Labor Workforce Development Agency
8 ("LWDA Payment"); the remaining amount of the Net Settlement Amount shall be distributed to
9 the PAGA Settlement Group Members in accordance with the terms of the Settlement.

10 14. Checks for the Settlement Shares sent to PAGA Settlement Group Members shall
11 be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for
12 Settlement Shares uncashed after one hundred eighty (180) days will be disbursed to the California
13 State Controllers' Office Unclaimed Property Fund in the name of the individual PAGA Settlement
14 Group Member for his or her benefit.

15 15. The Court retains exclusive and continuing jurisdiction over this Action for purposes
16 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
17 as well as the Settlement.

18 16. Nothing in this Order and Judgment or the Settlement shall be construed as an
19 admission or concession by any party. The Settlement and this resulting Order and Judgment simply
20 represent a compromise of disputed allegations.

21 17. Plaintiff is directed to submit a copy of this order to the LWDA within ten (10) days
22 of the date of this Order.

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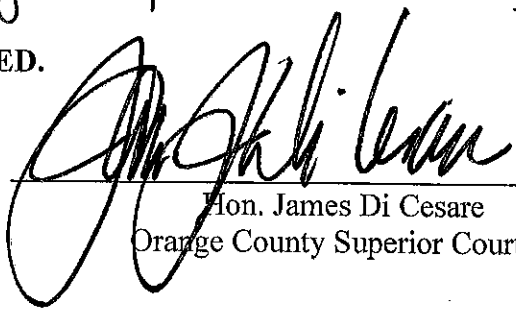
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18. Within one hundred twenty (120) days of the date of this Order, the Parties are directed to file a joint status report regarding the status of the distribution of settlement proceeds. Upon satisfaction that the appropriate payments have been made, the Court will then close this case.

Final Accounting Hearing 9/17/21 at 9:30 a.m., C16.

IT IS SO ORDERED AND ADJUDGED.

DATED: JUN 30 2021



Hon. James Di Cesare
Orange County Superior Court Judge