

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (SBN #068687)

4 Kyle R. Nordrehaug (SBN #205975)

5 Aparajit Bhowmik (SBN #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858) 551-1223

9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiffs

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF ALAMEDA**

13 JAH JACKSON, an individual, on behalf
14 of himself and on behalf of all persons
15 similarly situated,

16 Plaintiff,

17 vs.

18 DECATHLON USA LLC, a Limited
19 Liability Company; and DOES 1 through
20 50, inclusive,

21 Defendants.

Case No.: **RG20073024**

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

Hearing Date: November 29, 2022

Hearing Time: 10:00 a.m.

Reservation ID: 987680009377

Judge: Hon. Evelio Grillo

Dept.: 21

Trial Date: Not Set

Action Filed: August 31, 2020

1 Before this Court is the motion of Plaintiff Jah Jackson (“Plaintiff”) for approval of the
2 settlement of Plaintiff’s claims under the California Labor Code Private Attorneys General Act
3 (“PAGA”), pursuant to California Labor Code § 2699(1), against Defendant Decathlon USA LLC
4 (“Defendant”).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in
6 this action and is authorized to act as private attorney general with respect to the PAGA claims being
7 released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”). The
8 California Labor Workforce Development Agency was provided with notice of the Settlement and
9 the motion for approval of the PAGA settlement via its online process and no objection has been
10 received to the settlement or the motion from the Labor Workforce Development Agency.

11 The Plaintiff seeks approval of the settlement of Plaintiff’s PAGA claims and the PAGA
12 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
13 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
14 \$475,000, which includes the PAGA Payment, the Settlement Administration Costs (not to exceed
15 \$5,000), PAGA Counsel’s Attorneys’ Fees in the amount of \$158,333 (one-third of the Gross
16 Settlement Amount), and PAGA Counsel’s Attorneys’ Expenses in the amount of \$14,277.68. The
17 PAGA Payment, which is the amount remaining of the Gross PAGA Settlement Amount after
18 deduction of Settlement Administration Costs, Attorneys’ Fees and Attorneys’ Expenses, shall be
19 allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code,
20 of which 75% of the payment will be paid to the LWDA and 25% will be paid to the Aggrieved
21 Employees.

22 The Court, having reviewed the evidence and papers submitted and argument of counsel,
23 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff’s motion and approves the
24 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
25 allocated and paid out as set forth in the Settlement Agreement.

26 The “Aggrieved Employees” are defined as all individuals who were employed by Defendant
27 in California and classified as non-exempt employees during the PAGA Period. The PAGA Period is
28

1 the time period February 19, 2019 to May 9, 2022. The Aggrieved Employees are estimated to
2 consist of 326 individuals.

3 Upon the Effective Date of this Order and Judgment, Defendant and the Released Parties
4 shall be entitled to a release of the Released PAGA Claims. The “Released PAGA Claims” are all
5 PAGA claims for civil penalties under California Labor Code §§ 2698 *et seq.*, predicated on the
6 California Labor Code claims that are asserted in the LWDA Notice and operative complaint which
7 are for civil penalties pursuant to Labor Code section 2699, *et seq.* for claims of Labor Code sections
8 §§ 201, 202, 203, 204, 210, 226(a), 226.7, 226.8, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1198.5,
9 2802 and applicable Industrial Welfare Commission Wage Orders. The Released PAGA Claims
10 (except as to Plaintiff) expressly excludes class claims, underlying wage and hour claims, claims for
11 wrongful termination, discrimination, unemployment insurance, disability, and workers’
12 compensation, and claims outside of the PAGA Period. In no event shall the release of the Released
13 PAGA Claims in the Settlement Agreement release any individual claims of any individuals other
14 than Plaintiff.

15 This claim asserted under PAGA in this action is dismissed with prejudice. The individual
16 claims of the Plaintiff are dismissed with prejudice. After entry of this Order and Judgment, the
17 Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction pursuant to California
18 Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the Settlement
19 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
20 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
21 benefits.

22 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
23 **ENTERED ACCORDINGLY.**

24
25 DATED: _____

26 THE HONORABLE EVELIO GRILLO
27 JUDGE OF THE SUPERIOR COURT
28