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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**
11 **(UNLIMITED JURISDICTION)**

12 MIKAYLA HUDDLESTON, as an “aggrieved
13 employee” on behalf of other similarly situated
14 “aggrieved employees” under the Labor Code
Private Attorney General Act of 2004,

15 *Plaintiff(s),*

16 vs.

17 EASTER 263, INC., a California corporation;
18 and DOES 1 through 50, inclusive,

19 *Defendants.*
20

Case No.: 34-2021-00295702

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

Action Filed: 3/4/2021
Hearing Date: February 8, 2022
Hearing Time: 9:00 a.m.
Hearing Dept.: 54, Hon. Christopher E.
Krueger
Reservation ID: 2611118



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1 Having considered the Parties' Settlement Agreement of Private Attorneys General Act
2 ("PAGA") Claims ("Agreement" or "PAGA Settlement"), IT IS HEREBY ORDERED THAT:

3 1. To the extent required by Labor Code § 2699(l), the Settlement and its terms
4 represent a reasonable and adequate settlement of highly disputed claims to Plaintiff, the "PAGA
5 Settlement Employees" (as the term is defined in the PAGA Settlement), the State of California,
6 Plaintiff's counsel, and Defendant, and is approved.

7 2. Defendant shall pay the "Gross Settlement Amount" (as the term defined in the
8 Settlement) in the amount of \$42,500.00. The Gross Settlement Amount includes:

9 (a) Attorney fees in the amount of \$14,166.67 and litigation costs in the amount of
10 \$2,925.56;

11 (b) "PAGA Penalty Fund" (as the term defined in the PAGA Settlement) in the amount of
12 \$20,592.61, seventy-five percent (75%), \$15,444.46, will be paid to the Labor and
13 Workforce Development Agency (LWDA), as required by Labor Code § 2699, and the
14 remaining twenty-five percent (25%), \$5,148.15, shall be distributed pro rata in Individual
15 PAGA Payments to each of the PAGA Settlement Employees.

16 (c) Administration Costs of \$5,000.00 to administer the settlement, in accordance with the
17 procedure as mentioned in the Settlement.

18 3. The allocation of the Settlement payment among the Plaintiff, the PAGA
19 Settlement Employees, the State of California, the Settlement Administrator and Plaintiff's
20 counsel is fair, just, reasonable, adequate, and equitable to all concerned, and is approved to the
21 extent required under Labor Code § 2699(l).

22 4. The settlement is approved on the terms stated in the Settlement.

23 5. Judgment in this matter is entered in accordance with, and incorporates by
24 reference, the terms and conditions of the Settlement. Instead of filing a request for dismissal to
25 terminate this action, this judgment will terminate the action.

26 6. The Settlement is not an admission by Defendant, Harman, or any of the "Released
27 Parties" (as the term is defined in the Settlement), nor is this judgment a finding of the validity of
28 any allegations or of any wrongdoing by Defendant or the Released Parties. Neither this judgment,
the Settlement, nor any document referred to therein, nor any action taken to carry out the
Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
omission, concession, or liability whatsoever by or against Defendant or the Released Parties.



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1 7. The PAGA Settlement shall be binding on Plaintiff, all PAGA Settlement
2 Employees, and the State of California, who are hereby barred from re-litigating any of the claims
3 released by the Settlement.

4 8. Pursuant to Code of Civil Procedure section 664.6 the Court shall retain exclusive
5 and continuing jurisdiction over the above-captioned action and the parties for purposes of
6 enforcing the terms of the PAGA Settlement.

7 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

8 DATED: _____

9 _____
10 **HON. CHRISTOPHER E. KRUEGER**
11 **JUDGE OF THE SUPERIOR COURT**



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