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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 09 2022

BY 
JESSICA MORALES, DEPUTY

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

PETER YOUNG on behalf of himself,
all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

R.C. STORE MAINTENANCE, INC.;
and DOES 1-100,

Defendants.

Case No. CIVDS2000963

*[Assigned for All Purposes to the
Honorable David Cohn; Dept. S26]*

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF PETER YOUNG'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT

Date: March 9, 2022
Time: 10:00 a.m.

FILED

ORDER

WHEREAS, this action is pending before this Court as an alleged representative action under the Private Attorneys General Act of 2004 (the "Action"); and

WHEREAS, the Court has considered the motion by Plaintiff Peter Young ("Plaintiff") for approval of the Parties' settlement in accordance with the Parties' Joint Stipulation and Settlement Agreement (the "Settlement Agreement"). The Court understands that the Settlement Agreement sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice. Based on a review of the submissions by the Parties, and good cause appearing;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. All terms used in the Settlement Agreement shall have the same meaning as defined therein.

2. The terms of the Settlement Agreement are fair, adequate, and reasonable, and therefore, are approved by the Court.

3. Compensation to the Labor and Workforce Development Agency (LWDA) and the Aggrieved Employees shall be affected pursuant to the terms of the Settlement Agreement.

4. In recognition of Plaintiff's release of his individual wage and hour claims, efforts in pursuing this action, and having provided a broad general release of claims in the Settlement Agreement, the Court hereby approves of the payment of \$5,000 to Plaintiff Peter Young which shall be affected in the manner set forth in the Settlement Agreement.

5. The Court hereby approves of the payment of attorneys' fees to Plaintiff's Counsel in the sum of \$166,650 and costs in the sum of \$10,505.89 to be affected in the manner set forth in the Settlement Agreement.

6. The Court hereby approves of the payment in the amount of up to \$2,950 to Phoenix Class Action Administration Solutions, for performance of its settlement administration services.

7. Upon entry of this Order, all claims in the lawsuit shall be and are hereby dismissed with prejudice. Moreover, the LWDA and each and every Aggrieved Employee, including Plaintiff, shall be deemed and are deemed to have conclusively released and forever discharged the Releasees from the Released Claims, as defined in the Settlement Agreement, and are permanently barred and enjoined from the institution or prosecution of all Released Claims

1 against the Releasees.

2 8. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an
3 admission of liability or any wrongdoing by the Releasees, nor is the Court's Order a finding of
4 the validity of any claims in the lawsuit or of any wrongdoing by the Releasees.

5 9. This Order is intended to be a final disposition of the lawsuit in its entirety and is
6 intended to be immediately appealable.

7 10. The Court shall retain jurisdiction with respect to all matters related to the
8 administration and consummation of the settlement.

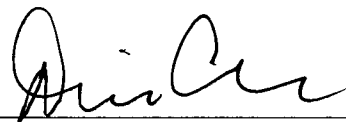
9 **JUDGMENT**

10 11. The Court hereby enters final judgment in this Action in accordance with terms of
11 the Settlement Agreement and the Order Granting Plaintiff's Motion for Approval of PAGA
12 Settlement ("Final Order"). All terms used herein shall have the same meaning as defined in the
13 Settlement Agreement.

14 12. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff and all
15 Aggrieved Employees, shall have by operation of the Final Order and this Judgment, fully, finally
16 and forever released, relinquished, and discharged the Releasees from the Released Claims as
17 those terms are respectively defined in the Settlement Agreement, and are forever barred and
18 enjoined from prosecuting such released claims against the Releasees.

19 13. Without affecting the finality of the Final Order and/or this Judgment, pursuant to
20 California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of
21 Court, the Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiff,
22 Aggrieved Employees, and Defendants for the purposes of supervising the implementation,
23 enforcement, construction, and interpretation of the Settlement Agreement, Final Order, and
24 Judgment.

25 Dated: 3/9/22

26 
27 _____
28 Honorable David Cohn