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DENA PALMER

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE CITY AND COUNTY OF LOS ANGELES  
UNLIMITED JURISDICTION

DENA PALMER, an individual

Plaintiff,

v.

ETAIL PET, INC., a Delaware corporation,  
BERENICE GIANNINI, an individual, and  
DOES 1 through 20, inclusive,

Defendants.

Case No. 20STCV29415

**[PROPOSED] ORDER  
APPROVING PAGA SETTLEMENT**

Date: April 23, 2021

Time: 8:30 a.m.

Department: 32

Before the Honorable Daniel S. Murphy

**Reservation No. 176742073468**

Plaintiff Dena Palmer's ("Plaintiff's") unopposed Motion for an Order Approving PAGA Settlement came on for hearing on April 23, 2021 at 8:30 a.m. in Department 32, the Honorable Judge Daniel S. Murphy presiding. After reviewing and considering the written submissions filed in support of the Motion, the Court makes the following rulings:

**IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. Plaintiff's unopposed Motion is hereby **GRANTED**.

2. The Court finds that the parties' PAGA settlement meets all standards required for approval under California Labor Code §2699. In particular, the parties have not agreed to release or discharge any PAGA claims by any individual other than Plaintiff, whether such other PAGA claim is brought individually or on behalf of other aggrieved employees.
3. The Court further finds that the allocation of \$13,000 in civil penalties to the settlement of Plaintiff's individual PAGA claims is reasonable in light of, among other factors, (a) Plaintiff's alleged damages and the maximum civil penalties, wages, damages, and attorneys' fees that could be awarded on all of her individual claims; (b) Defendants' potential defenses to the PAGA claims; and (c) the inherent uncertainty, costs, and risks of litigation.
4. The Court further finds that the proposed agreement is fair and adequate in view of the purposes and policies of the PAGA statute. See O'Connor v. Uber Techs., Inc., 201 F. Supp. 3d 1110, 1132-35 (N.D. Cal. 2016), cited in Flores v. Starwood Hotels & Resorts Worldwide, Inc., 253 F. Supp. 3d 1074, 1077 (C.D. Cal. 2017) and Ramirez v. Benito Valley Farms, LLC, No. 16-CV-04708-LHK, 2017 WL 3670794, at \*3 (N.D. Cal. Aug. 25, 2017).
5. In light of this Order and the settlement of all claims at issue in this matter, Plaintiff's entire action is hereby **DISMISSED WITH PREJUDICE** as to all of Plaintiff's claims but **WITHOUT PREJUDICE** as to claim(s) of any other aggrieved employee.

DATED: \_\_\_\_\_

\_\_\_\_\_  
The Hon. Daniel S. Murphy