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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

JILL TIZEKKER, on Behalf of the State of
California and Aggrieved Employees,

Plaintiffs,

v.

BEL-AIR BAY CLUB LTD., and DOES 1-
100 inclusive,
Defendant.

Case No. 20SMCV01006

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

Date: April 4, 2022
Time: 8:30 AM
Department: P

1 Plaintiff filed an unopposed Motion to Approve Settlement Pursuant to Private Attorneys
2 General Act of 2004 (“PAGA”). The Court has reviewed the materials and information submitted
3 and HEREBY ORDERS, ADJUDGES, and DECREES as follows:

4 1. The Plaintiff in this Action, Jill Tizekker (“Plaintiff”), and Defendant Bel-Air Bay Club
5 Ltd. (“Defendant”) (collectively, “the Parties”), have agreed to a Settlement Agreement of
6 Representative Action under Labor Code Private Attorneys General Action (“Settlement Agreement”
7 or “Settlement”) that resolves the claims brought in the above-referenced action under the PAGA.
8 All defined terms contained herein shall have the same meanings as set forth in the Settlement
9 Agreement.

10 2. The Court hereby grants approval of the Settlement based on the terms set forth in the
11 therein.

12 3. The Settlement Agreement was executed by Plaintiff, Plaintiff’s counsel, Defendant,
13 and Defendant’s counsel. The Court finds that the Settlement is entitled to judicial approval and meets
14 all of the requirements for approval of a settlement under the PAGA, including that the Parties
15 complied with Labor Code § 2699(l)(2) by submitting a copy of the Settlement Agreement to the
16 California Labor and Workforce Development Agency (“LWDA”).

17 4. Pursuant to Labor Code § 2699(l)(2), the Court has reviewed the Settlement and finds
18 the settlement of the PAGA claims described therein to be fair, adequate and reasonable. The Court
19 also finds that the LWDA has not objected to the terms of the Settlement. The Court further finds that
20 no other objection to the Settlement has been received by the Court.

21 5. The Court approves and confirms the release and waiver of claims as provided for in
22 the Settlement Agreement. Pursuant to the California Supreme Court decision in *Arias v. Superior*
23 *Court* (2009) 46 Cal.4th 969, 986, “with respect to the recovery of civil penalties, nonparty employees
24 as well as the government [i.e., the State of California] are bound by the judgment in an action brought
25 under the [PAGA]” As defined in the Settlement Agreement, the non-party employees who are
26 covered and bound by this Settlement and its waiver and release provisions are all front-of-house and
27 back-of-house hourly employees of Defendant in California at any time between May 26, 2019
28

1 through the earlier of the date of approval of the Settlement by the Court or 60 days after the date on
2 which the MOU was signed by the last party to sign it, January 4, 2021, and excluding the period of
3 March 15, 2020 to June 18, 2020 when employees were furloughed due to COVID-19. The general
4 release is only applicable to the named Plaintiff in exchange for her Service Award, and is not
5 applicable to Aggrieved Employees.

6 6. The Court also finds that the requested attorneys' fees and costs, the named Plaintiff's
7 Service Award, and costs of administration as set forth in the Motion for Approval are reasonable
8 and hereby are approved. The Court approves Simpluris as the settlement administrator.

9 7. The Court orders that the Settlement shall be effectuated according to its terms. As
10 provided for in the Settlement Agreement, the settlement funds shall be tendered by Defendant to the
11 agreed-upon settlement administrator Simpluris within ten (10) calendar days after the Effective
12 Date.¹

13 8. The Settlement is not an admission by Defendant, nor is this Order a finding of the
14 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
15 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement,
16 may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession,
17 or liability whatsoever by or against Defendant.

18 9. The Court shall retain continuing jurisdiction over the Parties to this action to ensure
19 effectuation of the Settlement in accordance with the terms of the Settlement and this Order.

20 10. Plaintiff shall submit a copy of this Order to the LWDA within ten (10) days of entry
21 of this Order.

22 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

23
24 Dated: _____

Hon. Elaine W. Mandel
Judge of the Superior Court

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26
27 ¹ "Effective Date" means the date that the Court enters an order granting the motion for approval if no
28 appeal is filed, or if an appeal is filed, the date the appeal is dismissed or denied and is no longer subject
to appellate review.