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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

JONATHAN FLORES, an individual, on
behalf of himself and in his representative
capacity as private attorney general;

Plaintiff,

v.

WEST COAST DINER MANAGEMENT,
INC., a California corporation, DOING
BUSINESS AS DENNY’S and DOES 1-50,
inclusive,

Defendants.

Case No. RG20073419

Assigned to: Hon. Julia Spain
Dept.: 520

Reservation ID: A-20073419-001

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND RELEASE, AND ENTRY OF
JUDGMENT**

Date: May 8, 2024
Time: 2:30 PM

Complaint Filed: September 4, 2020
FAC Filed: November 23, 2020
Trial: Not Set

[PROPOSED] ORDER AND JUDGMENT

This matter came before the Court on May 31, 2024, at 2:30 p.m. for Plaintiff Jonathan Flores's ("Plaintiffs") Motion for Approval of PAGA Settlement and Release (the "Motion for PAGA Approval").

Having considered the Parties' Settlement Agreement, the Motion for PAGA Approval and supporting papers filed by Plaintiff, and the evidence and argument received by the Court, the Court grants approval of the Settlement Agreement and HEREBY ORDERS THE FOLLOWING:

1. Except as otherwise defined in this Order and Judgment ("Order"), all capitalized terms have the same meaning as defined in the PAGA Settlement Agreement and Release ("Settlement Agreement"), a copy of which is attached as **Exhibit 1** to the Declaration of James R. Hawkins.

2. Pursuant to the California Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2699(1)(2), (1)(4), the California Labor Workforce and Development Agency ("LWDA") has been provided notice of the Settlement. In particular, on the date Plaintiff filed the motion seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a Notice of Settlement enclosing a copy of the Settlement Agreement. Plaintiff's Notice of the Settlement to the LWDA complied with the notice requirements of PAGA. Confirmation of this Notice is attached as **Exhibit 2** to the Declaration of James R. Hawkins.

3. The Court approves the Settlement Agreement as to the Aggrieved Employees and the State of California, under Labor Code § 2699(1)(2).

4. The Court has jurisdiction over the subject matter of this litigation, over all Aggrieved Employees, and over those persons undertaking affirmative obligations under the Settlement Agreement.

5. The proposed PAGA Settlement Notice to Aggrieved Employees, attached as **Exhibit B** to the Settlement attached to the Declaration of James R. Hawkins in Support of the PAGA Approval Motion as **Exhibit 1**, fairly and adequately describes the Action, the approved Settlement, and is the best notice practicable under the circumstances.

6. The Court approves of the release of all Released Claims as set forth in section III

1 paragraph H of the Settlement Agreement against the Released Parties.

2 7. The Court approves the allocation and payment of the Gross Settlement Amount of
3 One Hundred Twenty-Five Thousand Dollars (\$125,000) for the resolution of this action and
4 compromise of claims brought under PAGA, to be paid in accordance with the terms of the
5 Settlement Agreement.

6 8. Under the terms of the Settlement Agreement, 75% of the Net Settlement Amount,
7 or (an estimated) \$32,837.75, will be paid to the State of California Labor Workforce Development
8 Agency (“PAGA Payment”). The remaining 25% of the PAGA Fund, or (an estimated) \$10,945.92,
9 shall be distributed to the Aggrieved Employees in accordance with the terms of the Settlement
10 Agreement (“Settlement Shares”). The Court authorizes the Settlement Administrator to pay the
11 PAGA Payment and Settlement Shares, in accordance with the terms of the Settlement Agreement
12 as modified by this Approval Order.

13 9. The Court awards the PAGA Representative Payment to Plaintiff Jonathan Flores in
14 the amount of \$5,000 to be paid from the Gross Settlement Amount. This payment is in exchange
15 for a general release of known and unknown claims against Defendant, and the Court recognizes
16 their service as representative as further consideration for the payment. The Gross Settlement
17 Amount, Net Settlement Amount, and the methodology used to calculate the PAGA Payment and
18 Settlement Shares , in accordance with the Settlement Agreement, is approved under Cal. Lab. Code
19 § 2699(l)(2).

20 10. The Court approves Phoenix Class Action Administration Solutions to serve as the
21 Settlement Administrator and authorizes the Settlement Administrator to calculate and pay the
22 Aggrieved Employee Individual Settlement Shares, in accordance with the terms of the Settlement
23 Agreement. The Court approves payment to the Settlement Administrator of its actual fees and costs
24 in accordance with the terms of the Settlement Agreement in the amount of \$10,995.

25 11. The Court approves James R. Hawkins and Christina M. Lucio of James Hawkins
26 APLC as Plaintiff’s PAGA Counsel.

27 12. The Court awards PAGA Counsel’s attorneys’ fees in the amount of 35% of the
28 Gross Settlement Amount (estimated \$43,750), and actual litigation costs not to exceed \$21,471.33

1 (estimated \$21,471.33). The Court authorizes the Settlement Administrator to make these payments,
2 in accordance with the terms of the Settlement Agreement.

3 13. Checks for Settlement Shares to Aggrieved Employees shall be valid for 180 days
4 after issuance. Funds remaining from any checks for Settlement Shares uncashed after 180 days will
5 be transmitted to the State Controller's Office, Unclaimed Property Division, in the name of the
6 affected Aggrieved Employee.

7 14. No later than 14 days after disbursement of all funds from the Gross Settlement
8 Amount, the Settlement Administrator will provide written declaration of completion of the
9 Settlement Administration proceedings as provided in section III paragraph G(8) of the Settlement
10 Agreement to the Court and counsel for the Parties and such certification shall be filed with the
11 Court within three (3) business days.

12 15. Without affecting the finality of this Order and entry of judgment, the Court retains
13 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,
14 implementing, and enforcement of this Order and the Settlement.

15 16. Nothing in this Order or the Settlement shall be construed as an admission or
16 concession by any party. The Settlement and this resulting Order and entry of judgement simply
17 represent a compromise of disputed allegations.

18 17. The Court enters Judgment in accordance with the terms of the Settlement
19 Agreement and this Order.

20 18. Plaintiffs are directed to submit a copy of this Order and entry of Judgment to the
21 LWDA within ten (10) calendar days of the date of this Order and entry of Judgment.

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24 **IT IS SO ORDERED:**

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26 DATED: _____

27 _____
28 Hon. Julia Spain
Judge of the Superior Court

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