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Attorneys for Plaintiff, MAHMUDUR RAHMAN  
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

MAHMUDUR RAHMAN on behalf of himself  
and all others similarly situated,

Plaintiff,

vs.

NMSO, INC., a California corporation, ANABI  
OIL CORPORATION, a California  
corporation, ANABI CONVENIENCE  
CENTERS, INC., a California corporation and  
DOES 1 through 50, inclusive,

Case No.: 34-2020-00281076

ASSIGNED FOR ALL PURPOSES TO:  
Judge: Hon. Laurie A. Damrell  
Dept.: 28

**[[PROPOSED] ORDER APPROVING  
SETTLEMENT OF CLAIMS BROUGHT  
PURSUANT TO THE PRIVATE  
ATTORNEYS GENERAL ACT OF 2004;]**

HEARING DATE: JUNE 16, 2023  
TIME: 9:00 A.M.  
DEPT.: 28

Plaintiff Mahmudur Rahman ("Plaintiff") Unopposed Motion for an Order: (1) granting approval, pursuant to California Labor Code § 2698 *et seq.*, of the proposed settlement of claims set forth in the Parties' Settlement Agreement and Release of PAGA Claims, (attached as Exhibit 1 to the Declaration of James Hawkins filed concurrently herewith in support of the Motion); (2) appointing Simpluris. as the Settlement Administrator and approving payment of its fees from the Gross Settlement Fund; (3) directing disbursement of the Total Settlement Payment pursuant to the terms of the Settlement Agreement; (4) requesting payment of attorneys' fees and litigation

1 costs (“Plaintiff’s Counsel Payment”) from the Total Settlement Amount to Plaintiff’s Counsel;  
2 on for hearing before this Court in Department 28, the Honorable Damrell presiding, on June 16,  
3 2023. Appearances were noted on the record.

4 Having reviewed the Settlement Agreement and duly considered the parties’ papers and  
5 oral argument, and good cause appearing,

6 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

7 1. All terms used herein shall have the same meaning as defined in the Parties’  
8 Settlement Agreement and Release of PAGA Claims (“Settlement Agreement” or “Settlement”).  
9 A true and correct copy of the Settlement Agreement is attached to the Declaration of James  
10 Hawkins filed concurrently herewith as Exhibit 1.

11 2. This Court has jurisdiction over the claims of the PAGA Settlement Members and  
12 the State of California asserted in this proceeding and over all parties to the Action.

13 3. The Court finds that the Settlement was entered into in good faith, that the  
14 Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and  
15 applicable requirements for approval of PAGA representative actions under California law. The  
16 Court finds that the Total Settlement Amount of \$400,000 represents a fair compromise of the  
17 claims alleged in the Action, considering the maximum potential value of the claims asserted and  
18 the risks inherent in further litigation.

19 4. The Court has considered the authorities and evidence presented by Plaintiff and  
20 based thereon hereby approves the following awards and deductions from the Total Settlement  
21 Payment:

22 a. To Plaintiff’s counsel, James Hawkins, APLC, an award of \$133,332 in  
23 attorneys’ fees and \$9,115 in costs. The Court finds that these amounts are fair and reasonable  
24 and commensurate with applicable California law.

25 b. Appoint Simpluris the Parties’ proposed settlement administrator, a  
26 payment of up to \$10,000 to administer the Settlement through its conclusion, including  
27 disbursement of the Total Settlement Payment and all tax reporting associated therewith.  
28

5. The amount remaining of the Total Settlement Payment following these deductions is the PAGA Fund of approximately \$181,914.75. The Net Settlement Fund shall be disbursed to the Labor and Workforce Development Agency and the Covered Employees pursuant to the terms of the Settlement Agreement. Specifically, the Gross Settlement Fund will be distributed 75% to the Labor and Workforce Development Agency and 25% to the Covered Employees.

6. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

7. The Action is hereby DISMISSED WITH PREJUDICE.

8. After entry of this Order, pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction of the Action to construe, interpret, implement, and enforce the Settlement Agreement and this Order.

**IT IS SO ORDERED.**

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

THE HONORABLE LAURIE A. DAMRELL  
JUDGE OF THE SUPERIOR COURT