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 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO
 SAN BERNARDINO CIVIL DIVISION
 MAY - 7 2021
 BY  VERONICA GONZALEZ, DEPUTY

11 ALIZE SPENCER on behalf of herself and all
 12 aggrieved employees,

13 Plaintiffs,

14 v.

15 CANADIAN GUYS BURGERS LIMITED,
 16 and DOES 1 to 100,

17 Defendants.

) NO. CIVDS2020591

) ~~PROPOSED~~ ORDER APPROVING
) PAGA SETTLEMENT AND DISMISSAL
) OF ACTION WITH PREJUDICE

) Dept: S33

By Fax

19
 20 The Court, having considered the facts and arguments before it and,
 21 the Settlement Agreement, attached as Exhibit "1" hereto, and good cause appearing, hereby
 22 ORDERS that:

- 23 1) The request to approve the parties Private Attorneys General Act ("PAGA") settlement,
 24 subject to the following findings and orders:
 25 2) All terms used herein shall have the same meaning as defined in the Settlement Agreement
 26 attached here to as Exhibit "1";
 27 3) In accordance with the Settlement, which the Court hereby approves based on good cause
 28 showing for the reasons set forth in Plaintiff's motion, and with no objection received from

1 the LWDA, Defendant shall pay the gross amount of \$80,000.00, which shall be distributed
2 by the Settlement Administrator as follows:

- 3 • \$1,500 to Plaintiff as an enhancement payment;
- 4 • \$26,666.67 to Frontier Law Center for attorney fees;
- 5 • \$4,292.07 to Frontier Law Center as reimbursement for litigation costs;
- 6 • \$3,200 to Phoenix Settlement Administrators to administer the settlement; and
- 7 • \$44,341.26 in PAGA Penalties, of which 75% will go to the LWDA and 25% will be
8 distributed to the Aggrieved Employees on a pro rata basis according to the number
9 of pay periods worked during the PAGA Period.

10 4) The Court, having considered the application for settlement approval put before it, finds that
11 the settlement is fair, adequate, and effectuates the purpose of PAGA. The Court finds that
12 the Parties were able to reasonably evaluate their respective positions. The Court also finds
13 that the settlement now will avoid potentially substantial litigation costs, as well as delay
14 and risks if the parties were to continue to litigate the PAGA claims.

15 5) The Court further finds that notice of the Settlement has been provided to the LWDA as
16 required by PAGA and Labor Code section 2699, subdivision (1)(2), in particular.

17 6) Any request to intervene in the Litigation and/or Settlement that is filed after the date this
18 Order is entered shall be and hereby is deemed untimely.

19 7) The Court hereby confirms Frontier Law Center as PAGA Counsel and Phoenix Settlement
20 Administration as the Settlement Administrator.

21 8) The Settlement Agreement is not an admission by Defendant or by any other Released Party,
22 nor is this Order a finding of the validity of any allegations or of any wrongdoing by
23 Defendant or any of other Released Parties. Neither this Order, the Settlement Agreement,
24 nor any document referred to herein, nor any action taken to carry out the Settlement
25 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
26 omission, concession, or liability whatsoever by or against Defendant or any of the Released
27 Parties.

28 9) The Court further orders that upon the Court's signing of this Order approving the

- 1 Settlement, the LWDA and Aggrieved Employees fully release and forever discharge
2 Defendant and the Released Parties from any and all known and unknown claims under
3 PAGA against Defendant and the Released Parties that were alleged in the Plaintiff's PAGA
4 Notice and Complaint, or could have been alleged based upon the facts alleged therein.
- 5 10) All of the Released Claims are deemed adjudicated and extinguished with prejudice as to
6 the PAGA Representative, all of the other Aggrieved Employees, and the State of
7 California.
- 8 11) The Settlement Administrator shall make the payments to the LWDA, the Aggrieved
9 Employees, the Plaintiff, Plaintiffs' counsel and to the Settlement Administrator as provided
10 for in the Settlement Agreement.
- 11 12) The Court finds that, under California law (which is applicable here), class action procedural
12 rules do not apply to representative PAGA actions that do not involve putative class claims,
13 such as the Representative PAGA Action. (See *Arias v. Superior Court* (2009) 46 Cal.4th
14 969.) Therefore, the Court finds that the notice requirements and other procedures applicable
15 to class action settlements do not apply to the settlement approval process for this PAGA
16 representative action.
- 17 13)\
- 18 14) The entire action is dismissed with prejudice.
- 19 15) This Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6, over
20 this action and the Parties and Aggrieved Employees, to the fullest extent necessary to
21 interpret, enforce and effectuate the terms and intent of the Settlement Agreement and this
22 Order.

23
24 IT IS SO ORDERED.

25 Dated: MAY 07 2021
26

27 
28 Honorable Judge John M. Tomberlin
JOHN M. TOMBERLIN