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Attorneys for Plaintiff Pamela Williams, on behalf of herself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

PAMELA WILLIAMS, on behalf of herself and
all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

STONEMOR, INC., a Delaware corporation, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO: 20-CIV-05216

*Assigned to the Hon. V. Raymond Swope,
Dept. 23, Courtroom 8A*

**[PROPOSED] ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AWARDING ATTORNEYS’ FEES,
COSTS, ENHANCEMENT AND
GENERAL RELEASE PAYMENT, AND
REIMBURSEMENT OF SETTLEMENT
ADMINISTRATION EXPENSES, AND
DISMISSING ACTION WITH
PREJUDICE**

Date: April 8, 2024

Time: 3:00 P.M.

Dept.: 23

Courtroom: 8A

Complaint Filed: November 24, 2020

FAC Filed: January 5, 2021

Trial Date: None

1 Plaintiff Pamela Williams' ("Plaintiff") Motion for an Order: (1) granting approval of the
2 proposed settlement of claims brought pursuant to the Private Attorneys General Act of 2004 (Cal.
3 Labor Code § 2698 *et seq.*) ("PAGA") set forth in the Parties' Private Attorneys General Act (Cal.
4 Labor Code § 2698 *et seq.*) Settlement Agreement (the "Settlement" or "Settlement Agreement");
5 (2) appointing Phoenix Settlement Administrators ("Phoenix") as the Settlement Administrator
6 and approving payment of its fees not to exceed \$2,925 from the PAGA Gross Settlement Amount;
7 (3) directing disbursement of the PAGA Gross Settlement Amount pursuant to the terms of the
8 Settlement Agreement; (4) directing payment of attorneys' fees and litigation costs from the Gross
9 Settlement Amount not to exceed \$58,553.47 to Counsel for Plaintiff; (5) directing an
10 enhancement and general release payment from the PAGA Gross Settlement Amount in the
11 amount of \$7,500 to Plaintiff; and (6) dismissing this Action with prejudice, came on for hearing
12 before this Court in Department 23, Courtroom 8A, the Honorable V. Raymond Swope presiding,
13 on April 8, 2024. Appearances were noted on the record.

14 Having reviewed the Settlement Agreement and duly considered the Parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement, which is attached to the Declaration of Daniel F. Gaines as **Exhibit C**.

19 2. This Court has jurisdiction over the claims of the Aggrieved Employees and the
20 State of California asserted in this proceeding and over all parties to the Action.

21 3. The Court finds that the Settlement was entered into in good faith, that the
22 Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and
23 applicable requirements for approval of PAGA representative actions under California law. The
24 Court finds that the PAGA Gross Settlement Amount of \$130,000 represents a fair compromise of
25 the claims alleged in the Action, considering the maximum potential value of the claims asserted
26 and the risks inherent in further litigation.

4. The Court has considered the authorities and evidence presented by Plaintiff and based thereon hereby approves the following awards and deductions from the PAGA Gross Settlement Amount:

a. To Plaintiff's Counsel, Gaines & Gaines, APLC, an award of \$43,333.33 in attorneys' fees and \$15,220.14 in reimbursement of litigation costs. The Court finds that these amounts are fair and reasonable and commensurate with applicable California law.

b. To Plaintiff Pamela Williams, an enhancement and general release payment of \$7,500. The Court finds that both the time and effort that Plaintiff spent on behalf of other Aggrieved Employees and the State, as well as her full general release of all claims, justifies this payment.

c. To Phoenix Settlement Administrators, the settlement administrator, a payment of up to \$2,925 to administer the Settlement through its conclusion, including disbursement of the PAGA Gross Settlement Amount and all tax reporting associated therewith.

5. The amount remaining of the PAGA Gross Settlement Amount following these deductions is the Net Settlement Fund of approximately \$61,021.53. The Net Settlement Fund shall be distributed 75% to the Labor and Workforce Development Agency and 25% to the Aggrieved Employees.

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

7. 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.

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1 8. The Court retains jurisdiction to enforce the Settlement Agreement pursuant to
2 Code of Civil Procedure § 664.6 and as otherwise allowed by law.

3 9. This Action is DISMISSED WITH PREJUDICE.

4 **IT IS SO ORDERED.**

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6 Dated: _____

JUDGE OF THE SUPERIOR COURT

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