

1 DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
2 ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
3 EVAN S. GAINES, ESQ. SBN 287668
sepideh@gaineslawfirm.com
4 **GAINES & GAINES, APLC**
27200 Agoura Rd., Suite 101
5 Calabasas, CA 91301
Telephone: (818) 703-8985
6 Facsimile: (818) 703-8984

7 Attorneys for Plaintiff Nancy Taylor, on behalf of herself and all "aggrieved employees" pursuant
8 to Labor Code § 2698 et seq.

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF VENTURA**

11
12 NANCY TAYLOR, on behalf of herself
and all "aggrieved employees" pursuant to
13 Labor Code § 2698 et seq.,

14 Plaintiffs,

15 v.

16 MINER'S ACE HARDWARE, INC., a
California corporation, and DOES 1
17 through 10, inclusive,

18 Defendants.

CASE NO: 56-2021-00558252-CU-OE-VTA

*Assigned to the Honorable Mark Borrell,
Department 40*

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

Date: April 15, 2022

Time: 8:30 a.m.

Dept.: 40

Reservation #2627816

Complaint Filed: September 22, 2021

Trial Date: None

1 Plaintiff Nancy Taylor's ("Plaintiff") Unopposed Motion for an Order: (1) granting
2 approval of the proposed settlement of claims brought pursuant to the Private Attorneys General
3 Act of 2004 (Cal. Labor Code § 2698 *et seq.*) ("PAGA") set forth in the parties' Private Attorneys
4 General Act (Labor Code § 2698 *et seq.*) Settlement Agreement ("Settlement Agreement"); (2)
5 appointing Phoenix Settlement Administrators and approving payment of its fees not to exceed
6 \$10,000 from the Gross Settlement Amount; (3) directing disbursement of the Gross Settlement
7 Amount pursuant to the terms of the Settlement Agreement; (4) directing payment of attorneys'
8 fees and litigation costs from the Gross Settlement Amount in the amount of \$97,355.80 to
9 Plaintiff's counsel; (5) directing payment of a general release payment from the Gross Settlement
10 Amount in the amount of \$12,000 to Plaintiff; and (6) dismissing this action with prejudice came
11 on for hearing before this Court in Department 40, the Honorable Mark Borrell presiding, on April
12 15, 2022. Appearances were noted on the record.

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

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

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement.

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

20 3. The Court finds that the Settlement was entered into in good faith, that the
21 Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and
22 applicable requirements for approval of PAGA representative actions under California law. The
23 Court finds that the Gross Settlement Amount of \$225,000 represents a fair compromise of the
24 claims alleged in the Action, considering the maximum potential value of the claims asserted and
25 the risks inherent in further litigation.

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

1 a. To Plaintiffs' counsel, Gaines & Gaines, APLC, an award of \$90,000 in
2 attorneys' fees and \$7,355.80 in costs. The Court finds that these amounts are fair and
3 reasonable and commensurate with applicable California law.

4 b. To Plaintiff Nancy Taylor, a general release payment of \$12,000. The Court
5 finds that the general release provided by Plaintiff in the Settlement Agreement justifies this
6 payment.

7 c. To Phoenix Class Action Administration Services, the settlement
8 administrator, a payment of up to \$10,000 to administer the Settlement through its
9 conclusion, including disbursement of the Gross Settlement Amount and all tax reporting
10 associated therewith.

11 5. The amount remaining of the Gross Settlement Amount following these deductions
12 is the Net Settlement Amount of approximately \$105,644.20. The Net Settlement Amount shall be
13 distributed 75% to the Labor and Workforce Development Agency and 25% to the Aggrieved
14 Employees.

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

17 7. The Action is hereby DISMISSED WITH PREJUDICE.

18 8. After entry of this Order, pursuant to California Code of Civil Procedure section
19 664.6, the Court shall retain jurisdiction of the Action to construe, interpret, implement, and enforce
20 the Settlement Agreement and this Order.

21 **IT IS SO ORDERED.**

22
23 Dated: _____

HON. MARK BORRELL
JUDGE OF THE SUPERIOR COURT