

**PRIVATE ATTORNEYS GENERAL ACT  
SETTLEMENT AGREEMENT AND RELEASE**

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff SELENA MORAGA, on behalf of herself and on behalf of the State of California and all allegedly-aggrieved employees (referred to herein as the "PAGA Affected Employees"), and Defendant JEROME'S FURNITURE WAREHOUSE ("Defendant") (collectively the "Parties"), subject to the approval of the Court, that the settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms as used herein shall have the meanings set forth in Section I or elsewhere in this Settlement Agreement and Release.

**I. RECITALS**

WHEREAS, Plaintiff was hired by Defendant on or about January 22, 2018 as a call center operator at Defendant's Rancho Bernardo call center;

WHEREAS, on or about April 17, 2020 Defendant, closed its Rancho Bernardo call center and laid off all of the workers at that location;

WHEREAS, on December 7, 2020, Plaintiff notified the Labor Workforce Development Agency ("LWDA") of her intent to file an action under California's Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA");

WHEREAS, Plaintiff allowed the LWDA an opportunity to investigate her claims as required by the Labor Code;

WHEREAS, the LWDA took no action in response to Plaintiff's notice;

WHEREAS, on February 11, 2021, Plaintiff commenced the Action by filing a Complaint on behalf of the State of California, herself, and the other allegedly-aggrieved call center representative employees from Defendant's Rancho Bernardo call center from December 7, 2019 through April 17, 2020 against Defendant alleging numerous causes of action, including a cause of action under PAGA, contending that Defendant and Does 1 through 20 violated the Labor Code and/or Industrial Welfare Commission Wage Order 1-2001, by not timely providing meal and rest breaks and/or paying an hour of premium pay for missed meal and rest breaks, failure to pay overtime wages, failure to pay minimum wages, failure to provide accurate wage statements, failure to timely pay wages upon termination, and unfair business practices ("the Claims");

WHEREAS, during the course of the litigation the Parties engaged in discovery, including the exchange of written documents;

WHEREAS, through exchange of written discovery, Defendant provided evidence confirming that the total number of call center representatives working at the call center during the applicable period was 39, that the call center representatives' time had been audited and each call center representative was paid a check to cover any alleged underpayment and/or a severance check;

  
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WHEREAS, the PAGA class represented is a relatively small number of individuals and each individual has been properly paid for any alleged wage underpayment and cashed the checks;

WHEREAS, period of the alleged underpayment only spanned one month—December 2019;

WHEREAS, Moraga was the only Rancho Bernardo call center employee to not cash the severance check issued by Defendant when call center employees were laid off in April of 2020; and

WHEREAS, the Parties desire to settle, compromise, and avoid litigation relating to the Claims described in the pleadings in the Action, and have agreed to settle the PAGA portion of the Action upon the terms and conditions and for the consideration set forth in this Settlement Agreement.

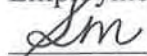
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

## II. SETTLEMENT TERMS

### A. Definitions

1. “Action” means the case entitled *Selena Moraga v. Jerome’s Furniture Warehouse* pending in the Superior Court of the State of California for the County of San Diego (“Court”), Case No. 37-2021-00006458-CU-OE-CTL.

2. “Complete and General Release” means Plaintiff’s agreement, in consideration of Defendant’s promises and agreements as set forth herein, to fully release and discharge the Released Parties from any and all Released Claims and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of any occurrence or failure to act, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment, or wrongful termination of employment. Plaintiff’s Complete and General Release specifically includes any and all claims, demands, obligations, and/or causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs relating to or in any way connected with Plaintiff’s employment with Defendant, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Plaintiff’s Complete and General Release includes all federal and state statutory claims, and federal and state common law claims (including but not limited to, those for contract, tort, and equity), including, without limitation, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), 42 U.S.C. § 1981, 42 U.S.C. § 1983, the Fair Labor Standards Act, the Employee Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and

  
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Professions Code § 17200 *et seq.*), and the California Labor Code. Plaintiff's Complete and General Release includes a waiver of all rights and benefits afforded by California Civil Code § 1542, which provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

3. "Defense Counsel" means MEYERS NAVE.

4. "Effective Date" means the date this Settlement is approved as provided herein and the Court's order granting Settlement Approval becomes final and is no longer appealable. For purposes of this Settlement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order approving this Settlement may be timely filed and none is filed (*i.e.*, 61 days from the Court's order granting Settlement Approval); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order approving this Settlement is affirmed. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no appeal pending that could prevent this Settlement from becoming final and binding.

5. "Individual Settlement Payment" means the portion of the PAGA Settlement Fund allocated to each PAGA Affected Employee, as an equal payment of \$ 25.64. One hundred percent (100%) of the Individual Settlement Payments made to PAGA Affected Employees shall be deemed miscellaneous income for which a Form 1099 will be issued.

6. "LWDA" means California Labor and Workforce Development Agency.

7. "Arbitrator" means John S. Adler.

8. "Notice" means the form of notice that will be sent to each PAGA Affected Employee accompanying their Individual Settlement Payments, which shall be substantially in the form attached hereto as **Exhibit A**.

  
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9. "PAGA Affected Employee" means Plaintiff and all non-exempt full-time call center representatives who worked at Defendant's Rancho Bernardo Call Center in California at any time during the Settlement Period.

10. "PAGA Affected Employee List" means the list of full names, most recent mailing addresses, Social Security numbers, dates of birth, and number of pay periods worked as a non-exempt full-time call center representatives who worked at Defendant's Rancho Bernardo Call Center in California during the Settlement Period.

11. "PAGA Settlement Fund" means the amount from the Total Monetary Settlement Amount that is allocated to resolve the claims in the Action. Seventy-five percent (75%) of the PAGA Settlement Fund will be distributed to the LWDA and twenty-five percent (25%) will be distributed to PAGA Affected Employees. There will be no separate deductions for attorneys' fees, costs, enhancements/service awards, or administrative fees.

12. "Plaintiff's Counsel" means Law Offices of Devon K. Roepcke, PC.

13. "Released Claims" means all claims for civil penalties under PAGA that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the State of California, herself and the PAGA Affected Employees, based on the facts alleged in the Complaint and/or in the LWDA notice letter, including but not limited to: (a) penalties pursuant to PAGA for violation of Wage Order 1-2001; (b) penalties for the violation of the Labor Code including sections 201, 202, 203, 204, 218.6, 226, 226.3, 226.7, 510, 512, 1194, and 1198; (c) that Defendant is liable for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the PAGA Affected Employees; (d) that Defendant is liable for any other remedies, penalties, or interest based on the facts alleged in the Complaint pertaining to the PAGA claims; and (e) all claims that Plaintiff and/or the PAGA Affected Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff's Service Award pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the Settlement Period.

"Released Parties" means Defendant and its predecessors, merged entities, subsidiaries, affiliates, parents, and attorneys, and their respective successors and predecessors in interest including but not limited to, all of their respective officers, directors, owners, employees, administrators, fiduciaries, trustees, beneficiaries, and agents, and each of their past, present, and future, officers, directors, shareholders, owners, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers, and reinsurers.

14. "Settlement Approval" means the settlement approval order that will be entered by the Court, which shall be substantially in the form attached hereto as **Exhibit A**.

15. "Settlement Period" means the period from December 7, 2019 through April 17, 2020.

  
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16. "Total Monetary Settlement Amount" means the amount of Four Thousand Dollars and Zero Cents (\$4,000.00) that Defendant will pay if the Court approves this Settlement and the Effective Date occurs. The Total Monetary Settlement Amount will be used to pay: (a) the PAGA Settlement Fund to the LWDA and PAGA Affected Employees. Under no circumstances will Defendant be required to pay more than Four Thousand Dollars and Zero Cents (\$4,000.00).

17. "Void Date" means the 181st day after issuance of Individual Settlement Payment checks to PAGA Affected Employees, upon which the Individual Settlement Payment checks will no longer be valid and negotiable.

**B. Consideration**

1. No Admission of Liability. Defendant has contended and continues to contend that the allegations in the Action have no merit and do not give rise to liability. Defendant specifically denies all of the allegations in the PAGA Letter and subsequent Complaint. This Settlement Agreement is a compromise of such disputed claims. Nothing contained in this Settlement Agreement and no documents referred to herein and no action taken to carry out this Settlement Agreement may be construed or used as an admission by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

2. Monetary Settlement. Provided that the Court approves the Settlement and the Effective Date occurs, Defendant will pay the Total Monetary Settlement Amount of Four Thousand Dollars and Zero Cents (\$4,000.00) to the PAGA Affected Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Complaint in the Action with respect to PAGA Affected Employees. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Settlement Fund (Three Thousand Dollars and Zero Cents (\$3,000.00)) will be paid to the LWDA. The remaining twenty-five percent (25%) of the PAGA Settlement Fund (One Thousand Dollars and Zero Cents (\$1,000.00)) will be paid to all PAGA Affected Employees, with each receiving an equal payment of \$25.64.

3. Plaintiff's Complete and General Release. Separate and apart from Plaintiff's PAGA claims, Plaintiff alleged individual claims for (1) failure to pay minimum wage; (2) unpaid overtime; (3) meal and rest periods; (4) inaccurate wage statements; (5) failure to pay wages upon termination; (6) violation of the PAGA; and (7) unlawful/unfair business practices in violation of Business and Professions Code section 17200, et seq. Therefore, Defendant agrees to pay Plaintiff separately, in full and complete resolution of any and all such claims, and subject to an additional **confidential** settlement agreement, a separate sum in full and complete resolution of all individual, non-PAGA claims. Plaintiff hereby provides the Released Parties with a Complete and General Release, as defined above, which shall become effective as of the Effective Date, in consideration of Defendant's promises and agreements as set forth herein.

  
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4. PAGA Affected Employees' Release. Upon the Effective Date, Plaintiff, on behalf of herself, the State of California, and all PAGA Affected Employees, releases the Released Parties from the Released Claims. This release shall be effective for the period from December 7, 2019 through the Settlement Period. PAGA Affected Employees may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, PAGA Affected Employees shall be deemed to have, and by operation of the Settlement Approval order shall have, fully, finally, and forever settled and released any and all of the Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. PAGA Affected Employees agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the Settlement Approval order entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Affected Employees regarding the Released Claims.

C. Settlement Approval Procedures

1. Settlement Approval Motion. Following full execution of this Settlement Agreement, Plaintiff will promptly request a hearing before the Court to seek approval of the Settlement on a mutually available date. In conjunction with such hearing, Plaintiff's Counsel will present this Settlement Agreement to the Court and will request that the Court issue a Settlement Approval Order (substantially in the form of the proposed Settlement Approval Order attached hereto as **Exhibit A**) approving and incorporating by reference the terms and conditions of the Settlement Agreement. The Parties shall file a joint request to approve Settlement Agreement.

2. LWDA Notice. Pursuant to California Labor Code § 2699(I), Plaintiff will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion for Settlement Approval. Plaintiff will also file a declaration in support of his motion for Settlement Approval confirming that she has submitted the Settlement to the LWDA in compliance with Labor Code § 2699(I).

3. Judgment and Continued Jurisdiction. After entry of the Final Settlement Approval order, the Court will have continuing and exclusive jurisdiction pursuant to California Code of Civil Procedure section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) matters relating to the administration of the Settlement; and (c) such post-Settlement Approval matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

4. PAGA Affected Employee List. On or before the Effective Date, Defendant will provide the Plaintiff with the PAGA Affected Employee List, with all private information redacted, which shall be used solely for verification of the PAGA Affected Employees.

  
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5. Payment to LWDA. Within ten (10) calendar days following the Effective Date, Defendant shall issue a check payable to the LWDA for seventy-five percent (75%) of the PAGA Settlement Fund.

6. Individual Settlement Payments. Within ten (10) calendar days following the Effective Date, Defendant shall issue Settlement Payments based on the twenty-five percent (25%) of the PAGA Settlement Fund to PAGA Affected Employee's last known mailing address. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Defendant will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Affected Employee involved, and will then perform a single re-mailing. Any check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Affected Employees shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. The Parties agree that, within fourteen (14) calendar days after the Void Date, any unclaimed funds as a result of the failure to cash Individual Settlement Payment checks prior to the Void Date shall be paid to the LWDA.

7. Calculation of Individual Settlement Payments. All PAGA Affected Employees will receive an equal portion of the settlement payment as their Individual Settlement Payment.

8. Tax Treatment of Individual Settlement Payments. One hundred percent (100%) of each Individual Settlement Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

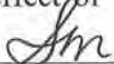
9. Administration of Taxes. Defendant will be responsible for issuing to the PAGA Affected Employees Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, and for forwarding all penalties to the appropriate government authorities.

10. Certification of Completion. Upon completion of administration of the Settlement, the Defendant will provide a written declaration under oath to certify such completion to Plaintiff.

**D. Miscellaneous Provisions**

1. No Effect on Employee Benefits. Amounts paid to Plaintiff and other PAGA Affected Employees pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant.

2. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement,

  
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representation, or calculation by any of the Parties in this regard. Each Party to this Settlement (for purposes of this section, the “Acknowledging Party” and each Party to this Settlement Agreement other than the Acknowledging Party, an “other Party”) acknowledges and agrees that: (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon his, his or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

3. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

4. No Pending Lawsuits By Plaintiff. Other than this Action, Plaintiff represents that she does not have any pending lawsuits, administrative complaints, or charges against Defendant or the Released Parties in any local, state, or federal court or administrative agency. Plaintiff further acknowledges that all claims raised therein, if any, shall be fully and finally extinguished by virtue of this Settlement Agreement, the Individual Settlement Agreement, and the Court’s Settlement Approval order.

5. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

6. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties’ settlement terms as to the PAGA Claims, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

7. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

  
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8. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendant represent and warrant that he/she/they are authorized to sign this Settlement Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Settlement Agreement and that she has not assigned any claim covered by this Settlement to a third party.

9. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

10. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

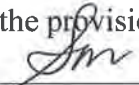
11. California Law Governs. All terms of this and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

12. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts. Electronic signatures (e.g., Docu-signed signatures) shall not be used to execute this Settlement Agreement; rather, actual ink signatures shall be used to execute this Settlement Agreement.

13. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Settlement.

14. Waiver of Certain Appeals. In the event the Court grants Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement.

15. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

  
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16. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

17. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff warrants and represents that there are no liens on the Agreement, other than a contractual lien imposed by Plaintiff's Counsel of record through their respective fee agreement.

18. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

19. Publicity. The Parties agree that Plaintiff and Plaintiff's Counsel will not communicate the fact of, or the terms of, this Settlement to members of the press, including to Verdicts and Settlements. The Parties and their respective counsel also agree not to publish the names of any Defendants, or any specific terms of Settlement, on any website, for advertising purposes and/or in publication materials generally available to the public.

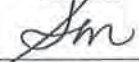
20. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be: (a) in writing; (b) deemed given on the third business day after mailing; and (c) sent via United States registered or certified mail, return receipt requested, addressed as follows:

**To the Parties:**

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Telephone: (619) 330-1700  
Facsimile: (619) 330-1701

It is hereby agreed.

Dated: 11/21/2022

**PLAINTIFF SELENA MORAGA**



**DEFENDANT JEROME'S FURNITURE  
WAREHOUSE**

Dated: 29 NOV 2022

By: 

Its: SVP of People & Places

  
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EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN DIEGO, CENTRAL DIVISION**

SELENA MORAGA,

Plaintiff,

v.

JEROME'S FURNITURE WAREHOUSE, a  
California corporation; and DOES 1 through  
50,

Defendant.

Case No. 37-2021-00006458-CU-OE-CTL

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

Judge: Hon. Timothy Taylor

Date:

Time:

Dept.: C-72

Action Filed: February 11, 2021

Trial Date: None Set

Plaintiff Selena Moraga's ("Plaintiff") Motion for Approval of PAGA Settlement was heard by the Court on \_\_\_\_\_. The Court, having reviewed the Motion for Approval of PAGA Settlement, the Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement") attached as Exhibit A to the Declaration of Devon K. Roepcke filed with Plaintiff's Motion, the papers, the arguments of counsel, and all other evidence and matters presented, and good causing appearing:

**IT IS HEREBY ORDERED** that Plaintiff's Motion for Approval of PAGA Settlement is **GRANTED**, subject to the following findings and orders:

1. All terms herein shall have the same meaning as defines in the Settlement Agreement;
2. The Court hereby approves the terms set forth in the Settlement Agreement for settlement of PAGA claims in accordance with Labor Code section 2699, et. seq., and finds that the Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the PAGA settlement according to the terms set forth in the Settlement Agreement;
3. The Settlement is not an admission by Defendant or any other Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants or any of other Released Parties. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action take to carry out the Settlement Agreement,

  
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may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of the Released Parties;

4. Pursuant to the Settlement Agreement, Defendants shall pay the PAGA Settlement members a total of \$1,000.00;
5. Pursuant to the Settlement Agreement, Defendant shall pay the LWDA a total amount of \$3,000.00;
6. The Court further orders that Plaintiff and the PAGA Settlement Members have released and forever discharged the Released Parties from and regarding the Released Claims for the Covered Period;
7. This Final Judgment is entered pursuant to the Settlement Agreement and is intended to effectuate the settlement more fully described in the Settlement Agreement; and
8. The Court maintains jurisdiction to adjudicate any matters related to this Order and Judgment and the Settlement Agreement.

**IT IS SO ORDERED.**

The Clerk of Court is hereby ordered to enter this Judgment.

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

By: \_\_\_\_\_  
Judge of the Superior Court

  
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