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FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
11/18/2021
Darrel E. Parker, Executive Officer
BY Chavez, Terri
Deputy Clerk

Attorneys for the Representative Plaintiff, James Herb, an individual on his own behalf
and in his representative capacity on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA BARBARA**

JAMES HERB, an individual on his own
behalf and in his representative capacity, on
behalf of all others similarly-situated
employees,

Plaintiff,

vs.

FINNEY'S FUNK ZONE LP, a California
limited partnership; and DOES 1 through
25, inclusive,

Defendant.

CASE NO.: 21CV02120

*Assigned for all purposes to the Honorable
Colleen K. Sterne*

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

Complaint Filed: May 28, 2021
Trial Date: None
Date: November 15, 2021
Time: 10:00 a.m.
Dept.: SB Dept. 5

Representative Plaintiff, James Herb moved for approval of the settlement of Plaintiff's
representative claims under the California Labor Code Private Attorneys General Act ("PAGA"),
pursuant to California Labor Code § 2699(l), against Defendant, Finney's Funk Zone, LP.
("Defendant").

Plaintiff exhausted all administrative remedies required to bring the PAGA claims
asserted in this action and was authorized to act as a private attorney general with respect to the
PAGA claims being released under the terms of the PAGA Settlement Agreement ("Settlement
Agreement"). The California Labor Workforce Development Agency was provided with notice
of the Settlement and the motion for approval of the PAGA settlement via its online process and

1 no objection has been received to the settlement or the motion from the Labor Workforce
2 Development Agency.

3 The Parties seek approval of the settlement of Plaintiff's PAGA claims and the PAGA
4 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was
5 filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total
6 sum of Seventy Thousand, Seven Hundred and Ten Dollars (\$70,710.00) which includes the
7 PAGA Payment, the Settlement Administration Costs (not to exceed \$8,000), Plaintiff's
8 Counsel's Attorney's Fees in the amount of Twenty-Eight Thousand Two-Hundred and Eighty-
9 Four Dollars and Zero Cents (\$28,284.00) (forty percent of the Gross PAGA Settlement Amount)
10 and Plaintiff's counsel's actual expenses in an amount not to exceed Five Thousand Dollars
11 (\$5,000) and an enhancement award for Representative Plaintiff, James Herb in the amount of
12 Two Thousand, Five Hundred Dollars (\$2,500.00).

13 The PAGA Payment, which is the remaining Net Settlement Amount, in an amount
14 equal to \$29,246.00 shall be designated as statutory "2699 Civil Penalties" and shall be
15 distributed 75% (\$22,069.50) to the LWDA and 25% (\$6,731.50) to Aggrieved Employees,
16 pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be
17 paid to all Aggrieved Employees pro rata based on the number of qualified work weeks worked
18 by each Aggrieved Employee during the PAGA Period.

19 The Court, having reviewed the evidence and papers submitted and argument of counsel,
20 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff's motion and approves
21 the PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which
22 shall be allocated and paid out as set forth in the Settlement Agreement.

23 The "PAGA Settlement Members" are defined as all current and former allegedly
24 aggrieved individuals who were employed by Defendant Finney's Funk Zone, LP in California
25 and were classified as nonexempt at any time from January 5, 2020 to the Effective Date of the
26 entry of this Order. The number of PAGA Settlement Members is estimated to consist of 141
27 individuals.

1 Upon the Effective Date of this Order and Judgment, Defendant shall be entitled to a
2 release of PAGA Released Claims. This release of PAGA Released Claims shall bind only the
3 Plaintiff and the State of California and shall not include claims outside of the PAGA Period. In
4 no event shall the PAGA Released Claims in the Settlement Agreement release any claim that is
5 not a PAGA claim. ("PAGA Released Claims"). In no event shall the PAGA Released Claims in
6 the Settlement Agreement release any claim of any individual other than Plaintiff, including any
7 class claim, which does not arise under PAGA.

8 The claims in this action asserted under PAGA in this action is dismissed with prejudice.
9 The individual claims of the Plaintiff are also dismissed with prejudice. After entry of this Order
10 and Judgment, the Court shall retain jurisdiction pursuant to California Code of Civil Procedure
11 section 664.6 to construe, interpret, implement, and enforce the Settlement Agreement, and to
12 supervise and adjudicate any dispute arising from or in connection with the distribution of the
13 settlement benefits.

14 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
15 **ENTERED ACCORDINGLY.**

16
17 DATED: 11/16/2021



18 THE HONORABLE COLLEEN K. STERNE
19 JUDGE OF THE SUPERIOR COURT
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