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ENDORSED

2022 JUL 12 PM 1:13

LAW AND MOTION DEPT. 53/54
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
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Attorneys for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

TASHA COLE, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

NORTHCENTRAL PIZZA, LLC, a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2021-00299158-CU-OE-GDS

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT; AND JUDGMENT THEREON**

Date: July 12, 2022

Time: 9:00 a.m.

Dept.: 54

Reservation No.: 2649437

Complaint Filed: April 21, 2021

Trial Date: None Set

BY FAX

1 **[PROPOSED] ORDER**

2 Plaintiff Tasha Cole's ("Plaintiff") Motion to Approve Settlement Agreement Pursuant
3 to the Private Attorneys General Act ("PAGA") was filed with the Court on June 17, 2022.

4 The Court has considered the Motion, PAGA Settlement Agreement ("Settlement
5 Agreement"), and all other papers filed in this action.

6 **NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS**
7 **FOLLOWS:**

8 1. Plaintiff's Motion to Approve Settlement Agreement Pursuant to the Private
9 Attorneys General Act is **GRANTED**. Pursuant to Labor Code § 2699(i), the Total Settlement
10 Amount of \$275,000.00 shall be distributed as follows:

- 11 • Seventy-five percent of the Net Settlement Amount, totaling \$113,622.59,
12 shall be paid to the Labor and Workforce Development Agency ("LWDA")
13 for PAGA penalties.
- 14 • Twenty-five percent of the Net Settlement Amount, \$37,874.20, shall be paid
15 to Aggrieved Employees.
- 16 • \$96,250.00 shall be paid to Plaintiff's counsel as attorneys' fees;
- 17 • \$13,628.21 shall be paid to Plaintiff's counsel as reimbursement for litigation
18 costs;
- 19 • \$10,000.00 shall be paid to Plaintiff Tasha Cole as Plaintiff's Service Award
20 for serving as the PAGA representative, and in exchange for executing a
21 general release of claims and waiver under Civil Code § 1542; and
- 22 • \$4,125.00 shall be paid to Phoenix Settlement Administrators (the
23 "Settlement Administrator") to administer the Settlement.

24 2. Plaintiff, Defendant, and the Settlement Administrator are ordered to carry out
25 the terms of the Settlement in accordance with the terms of the Settlement Agreement.

26 3. This Judgment shall be binding on Plaintiff, all PAGA Settlement Group
27 Members (as defined in the Settlement Agreement), and the State of California. Nothing in
28 this Order or the Settlement Agreement shall be construed as an admission by Defendant of

1 liability or an admission by either Party regarding the value of Plaintiff's claims.

2 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

3
4 DATED: **JUL 12 2022**

CHRISTOPHER E. KRUEGER

5 HON. CHRISTOPHER E. KRUEGER
6 SUPERIOR COURT OF CALIFORNIA
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