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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF SACRAMENTO**

13 MELISSA DUFFELL, on behalf of the
14 State of California, as a private attorney
15 general,

16 Plaintiff,

17 v.

18 WAG HOTELS, INC., a Corporation; and
19 DOES 1 through 50, Inclusive,

20 Defendants.

Case No.: **34-2021-00304566**

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

Hearing Date: August 12, 2022

Hearing Time: 9:00 a.m.

Judge: Hon. Lauri A. Damrell

Dept.: 28

Action Filed: July 19, 2021

1 Plaintiff Melissa Duffell (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
2 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
3 California Labor Code § 2699(1), against Defendant Wag Hotels, Inc. (“Defendant”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in
5 this action and is authorized to act as private attorney general with respect to the PAGA claims being
6 released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”). The
7 California Labor Workforce Development Agency was provided with notice of the Settlement and
8 the motion for approval of the PAGA settlement via its online process and no objection has been
9 received to the settlement or the motion from the Labor Workforce Development Agency.

10 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA
11 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
12 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
13 \$730,000, which includes the PAGA Payment, the Settlement Administration Costs (not to exceed
14 \$15,000), PAGA Counsel’s Attorneys’ Fees in the amount of \$243,333 (one-third of the Gross
15 Settlement Amount), and PAGA Counsel’s Attorneys’ Expenses in the amount of \$13,369.95. The
16 PAGA Payment, which is the amount remaining of the Gross PAGA Settlement Amount after
17 deduction of Settlement Administration Costs, Attorneys’ Fees and Attorneys’ Expenses, shall be
18 allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code,
19 of which 75% of the payment will be paid to the LWDA and 25% will be paid to the Aggrieved
20 Employees.

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

25 The “Aggrieved Employees” are defined as all individuals who were employed by Defendant
26 in California and classified as non-exempt employees during the PAGA Period. The PAGA Period is
27 the time period from July 19, 2020 to July 6, 2022.

1 Upon the Effective Date of this Order and Judgment, Defendant and the Released Parties
2 shall be entitled to a release of the Released PAGA Claims. The “Released PAGA Claims” are all
3 PAGA claims for civil penalties under California Labor Code §§ 2698 *et seq.*, predicated on the
4 California Labor Code claims that are asserted in the LWDA Notice and operative complaint which
5 includes PAGA claims for civil penalties pursuant to Labor Code section 2699, *et seq.* for violations
6 of Labor Code sections §§ 201, 202, 203, 204, 226(a), 226.7, 226.8, 510, 512, 558, 1194, 1197,
7 1198, 2802 and applicable Industrial Welfare Commission Wage Orders. The Released PAGA
8 Claims expressly excludes underlying wage and hour claims, claims for wrongful termination,
9 discrimination, unemployment insurance, disability, and workers’ compensation, and claims outside
10 of the PAGA Period. In no event shall the release of the Released PAGA Claims in the Settlement
11 Agreement release any individual claims of any individuals other than Plaintiff.

12 This claim asserted under PAGA in this action is dismissed with prejudice. The individual
13 claims of the Plaintiff are dismissed with prejudice. After entry of this Order and Judgment, the
14 Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction pursuant to California
15 Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the Settlement
16 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
17 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
18 benefits.

19 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
20 **ENTERED ACCORDINGLY.**

21
22 DATED: _____

HON. LAURI A. DAMRELL
JUDGE OF THE SUPERIOR COURT