

1 DEAN S. HO (SBN 297357)
OPTIMUM EMPLOYMENT LAWYERS
2 7545 Irvine Center Dr., Suite 200
Irvine, CA 92618
3 Tel.: (949) 954-8181
4 Fax: (949) 335-6106
dean@employees-lawyer.com

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6 Attorneys for Claimant
CHRIS COPE

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

11 CHRIS COPE, individually, on behalf of all
other persons similarly situated, and as a
12 representative of other aggrieved employees,

13 Plaintiff,

14 vs.

15 SPOTON TRANSACT, INC., a California
corporation, SPOTON TRANSACT LLC, a
California limited liability company; and DOES 1
16 through 10, inclusive,

17 Defendants.

CASE NO.: CVRI2200050

**AMENDED [PROPOSED] ORDER
APPROVING PAGA SETTLEMENT AND
RELEASE**

HEARING DATE

Date: June 12, 2024

Time: 8:30 a.m.

Department: 1

Action Filed: January 5, 2022

Trial Date: None Set

1 **AMENDED [PROPOSED] ORDER**

2 Having considered the Parties' submissions, and all legal authorities and documents
3 submitted in support thereof, including the Revised Private Attorneys General Act Settlement
4 Agreement and Release (the "Settlement Agreement" and/or the "Settlement") submitted in
5 support of Plaintiff's Notice of Motion and Motion to Approve PAGA Settlement and Release
6 ("Plaintiff's Motion") as Exhibit "F" to the Supplemental Banks Decl., and good cause appearing,
7 **IT IS HEREBY ORDERED** that Plaintiff's Motion is **GRANTED**, subject to the following
8 findings and orders:

9 a) All terms used herein shall have the same meaning as defined in the Settlement
10 Agreement.

11 b) The Court hereby approves the terms set forth in the Settlement Agreement and
12 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
13 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
14 Settlement Agreement has been reached as a result of informed and non-collusive arm's-length
15 negotiations. The Court further finds that the Parties were able to reasonably evaluate their
16 respective positions. The Court also finds that settlement now will avoid additional and potentially
17 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
18 case. The Court has reviewed the monetary recovery being provided as part of the Settlement and
19 recognizes the significant value accorded to the PAGA Members.

20 c) The Settlement Agreement is not an admission by Defendant SpotOn Transact LLC
21 ("Defendant"), nor is this Order a finding of the validity of any allegations or of any wrongdoing
22 by Defendant. Neither this Order, the Settlement Agreement, nor any document referred to herein,
23 nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
24 as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or
25 against the Defendant.

26 d) The Defendant shall pay the PAGA Members pursuant to the procedure described
27 in the Settlement Agreement.

28 e) The Court hereby confirms Stephanie Banks and Dean Ho of Optimum

1 Employment Lawyers as PAGA Counsel.

2 f) The Court hereby awards attorneys' fees in the amount of one-third of Gross
3 Settlement Amount, which is \$45,833.33 in attorneys' fees and up to \$7,748.34 in litigation costs
4 actually incurred. The Court finds that the attorneys' fees and costs requested are reasonable in
5 light of the relevant factors under California law and in light of the settlement reached. The
6 payment of fees to PAGA Counsel shall be made in accordance with the terms of the Settlement
7 Agreement.

8 h) The Defendant shall have no further liability for costs, expenses, interest, attorneys'
9 fees, or for any other charge, expense, or liability, except as provided in the Settlement
10 Agreement.

11 The Court further orders, adjudges and decrees that the PAGA Members (as defined in the
12 Settlement Agreement) fully release and discharge SpotOn Transact LLC along with the Released
13 Parties, of the representative claims for civil penalties pursuant to the terms set forth in the
14 Settlement Agreement.

15
16 **IT IS SO ORDERED.**

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18 DATED: _____

HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT