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CLERK OF THE SUPERIOR COURT
BY: K. MIRANDA, DEPUTY CLERK

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff Steven Yetter and
on behalf of all other similarly aggrieved employees

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

Steven Yetter, on behalf of himself and all
other similarly aggrieved employees,

Plaintiff,

vs.

Select Comfort Retail Corp., a Minnesota
corporation; and Does 1-25, inclusive,

Defendants.

Case No.: SCRDCVCV21-0197881-000

(Assigned to the Hon. Stephen H. Baker, Dept. 3)

SHB
**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT PURSUANT
TO THE PRIVATE ATTORNEYS GENERAL
ACT**

Date: April 11, 2022

Time: 8:30 a.m.

Dept.: 3

Complaint Filed: July 29, 2021

Trial Date: June 28, 2022

1 Plaintiff Steven Yetter ("Plaintiff") and Defendant Select Comfort Retail Corp.
2 ("Defendant") (jointly with Plaintiff, the "Parties") have entered into the Private Attorneys
3 General Act Settlement Agreement ("Settlement Agreement") to settle the above-captioned
4 representative action subject to the Court's approval (the "Settlement").

5 On March 1, 2022, Plaintiff filed his Motion to Approve Settlement Agreement Pursuant
6 to the Private Attorneys General Act ("PAGA Settlement Motion"). Hearing on Plaintiff's
7 PAGA Settlement Motion was set for April 11, 2022. In advance of the hearing, the Court issued
8 a Tentative Ruling granting Plaintiff's PAGA Settlement Motion in its entirety. A true and
9 correct copy of the Court's Tentative Ruling is attached hereto as Exhibit A. The Court further
10 ordered Plaintiff to submit separate proposed order and judgment forms pertaining to the PAGA
11 Settlement Motion.

12 This matter is now before the Court on Plaintiff's PAGA Settlement Motion. The Court
13 has read, heard, and considered all the pleadings and documents submitted, and the presentations
14 made in connection with the motion.

15 **I. BACKGROUND**

16 On or about May 25, 2021, Plaintiff submitted written notice under Labor Code § 2699.3
17 (the "PAGA Notice") to the LWDA and Defendant. As set forth in the PAGA Notice, Plaintiff
18 alleged that Defendant failed to pay meal and rest period premium compensation at the regular
19 rate of pay and pay all wages owed upon separation of employment, in violation of California
20 Labor Code §§ 201-203, 226.7, and 512.

21 On July 29, 2021, Plaintiff filed a representative action complaint against Defendant in
22 the Superior Court of California, County of Shasta, alleging a cause of action for violation of
23 Labor Code § 2698, *et seq.* (the "Action"). The Complaint asserted claims for penalties under
24 PAGA for Defendant's failure to pay meal and rest period premium compensation at the regular
25 rate of pay and pay all wages owed upon separation of employment.

26 **A. Aggrieved Employees**

27 The aggrieved employees affected by this Settlement are defined as "all individuals who
28 are or were employed as non-exempt employees by Select Comfort within the State of California

1 who were paid a meal or rest period premium at any time from July 19, 2020, through April 11,
2 2022 ("PAGA Representative Group").

3 **B. Operation of the Settlement**

4 Pursuant to the Tentative Ruling dated April 11, 2022, this Court granted approval of the
5 Settlement in its entirety. Notice will be provided to all PAGA Representative Group members in
6 conjunction with their Individual Settlement Payments.

7 This Court finds that the Settlement appears to be the product of serious, informed, non-
8 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
9 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
10 pursuant to California Code of Civil Procedure § 877.6.

11 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
12 FOLLOWS:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement Agreement filed in this case.

15 2. The Court has jurisdiction over the subject matter of the litigation, Plaintiff, the
16 PAGA Representative Group, and Defendant.

17 3. The Court finds that the proposed notice for dissemination by the Settlement
18 Administrator to PAGA Representative Group members to be reasonable, just, and adequate.

19 4. The Court approves the settlement of the above-captioned action, as set forth in
20 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Parties. The Parties are
21 directed to perform in accordance with the terms set forth in the Settlement Agreement.

22 5. Except as otherwise provided in the Settlement Agreement, the Parties are to bear
23 their own costs and attorneys' fees.

24 6. The Court hereby approves the following PAGA Representative Group for
25 settlement purposes only: all individuals who are or were employed as non-exempt employees by
26 Select Comfort within the State of California who were paid a meal or rest period premium at
27 any time from July 19, 2020 through April 11, 2022.

28 7. With respect to the PAGA Representative Group and for purposes of approving

1 the settlement only and for no other purpose, this Court finds and concludes that this Settlement
2 is fundamentally fair, reasonable, and adequate, and consistent with the purpose of PAGA; that
3 Plaintiff has fairly and adequately protected the interests of the members of the PAGA
4 Representative Group; and that Plaintiff's Counsel are qualified to serve as counsel for the
5 Plaintiff in his individual and representative capacity and for the PAGA Representative Group.

6 8. Within 15 calendar days of the Effective Date of this Order, as defined by the
7 Settlement Agreement, Defendant shall make a one-time deposit of the Gross Settlement Fund,
8 in the amount of One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00), into a
9 Qualified Settlement Fund established by the Settlement Administrator, pursuant to the terms of
10 the Settlement Agreement.

11 9. From the Gross Settlement Fund, the Settlement Administrator shall pay:

12 (a) to Plaintiff's Counsel attorneys' fees in the amount of Thirty-Seven
13 Thousand Five Hundred Dollars (\$37,500.00) and reimbursement of litigation costs in the
14 amount of Ten Thousand Twenty-Four Dollars and Ninety-Five Cents (\$10,024.95);

15 (b) a service award to Plaintiff Steven Yetter to reimburse him for his unique
16 services, and as consideration for the execution of a general release, in the amount of Ten
17 Thousand Dollars (\$10,000.00);

18 (c) the sum of Four Thousand Dollars (\$4,000.00) to the Settlement
19 Administrator, Phoenix Settlement Administrators for its fees and costs relating to the settlement
20 administration process; and

21 (d) the sum of Thirty-Eight Thousand Two Hundred Thirty-One Dollars and
22 Twenty-Nine Cents (\$38,231.29) to the California Labor and Workforce Development Agency
23 for its seventy-five percent (75%) share of PAGA penalties.

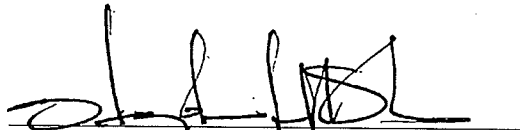
24 The Court finds that these amounts are fair and reasonable. The Settlement Administrator
25 is directed to make such payments in accordance with the terms of the Settlement Agreement.

26 10. The Court approves the Individual Settlement Payment amounts, which shall be
27 distributed by the Settlement Administrator pursuant to the terms of the Settlement Agreement,
28 after payment of those amounts set forth in Paragraph 9.

1 11. The Court hereby grants approval of the Settlement in accordance with the terms
2 of the Settlement and this Order. Without affecting the finality of the Settlement or Judgment
3 entered separately, this Court shall retain exclusive and continuing jurisdiction over the action
4 and the Parties, including all Settlement Class Members, for purposes of enforcing and
5 interpreting this Order and the Settlement.

6 **IT IS SO ORDERED.**

7 DATED: April 27, 2022


8 HON. STEPHEN H. BAKER
9 SUPERIOR COURT OF CALIFORNIA

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On April 21, 2022, I served the following document(s) described as:
[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE SETTLEMENT AGREEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT on the interested parties in this action as follows:

Hayley S. Grunvald Sheppard, Mullin, Richter & Hampton LLP 501 West Broadway, 19 th Floor San Diego, California 92101-3598 hgrunvald@sheppardmullin.com <i>Attorneys for Defendant Select Comfort Retail Corporation</i>	Matthew M. Sonne Sheppard, Mullin, Richter & Hampton LLP 650 Town Center Drive, 10 th Floor Costa Mesa, California 92626-1993 msonne@sheppardmullin.com <i>Attorneys for Defendant Select Comfort Retail Corporation</i>
Bryanne J. Lewis Sheppard, Mullin, Richter & Hampton LLP 333 South Hope Street, 43 rd Floor Los Angeles, California 90071-1422 blewis@sheppardmullin.com <i>Attorneys for Defendant Select Comfort Retail Corporation</i>	

 X BY ELECTRONIC MAIL: by personally sending a true and correct copy of the above-described document(s) to the party(ies) listed above or on the attached mailing list from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s) indicated above or on the attached mailing list. I certify that said electronic transmission was completed and that all pages were received by the party(ies) identified herein or on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on April 21, 2022, at Los Angeles, California.



Erika Mejia