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

ADEWUNMI OJO, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

PINNACLE LIGHT INDUSTRIAL, LLC;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2021-01201515-CU-OE-CXC

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PLAINTIFF'S PAGA SETTLEMENT AND
JUDGMENT**

Date: November 18, 2022

Time: 8:30 a.m.

Dept.: CX101

Complaint Filed: May 19, 2021

Trial Date: None

1 On November 18, 2022, a hearing was held on Plaintiff Adewunmi Ojo's ("Plaintiff")
2 Motion to Approve Settlement Agreement Pursuant to the Private Attorneys General Act (the
3 "Motion"). The Court, having considered all the papers filed and proceedings herein and
4 otherwise being fully informed, and having made this Judgment which constitutes a final
5 adjudication of this matter on the merits, and good cause appearing:

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

7 1. All terms used for purposes of this Order and Judgment, not otherwise defined,
8 shall have the same meaning as given in the Joint Stipulation of Settlement and Release Under
9 the Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("Settlement
10 Agreement"), attached as Exhibit A to the Declaration of Kristen M. Agnew, filed on October
11 21, 2022.

12 2. Pursuant to the PAGA, Labor Code §§ 2699(l)(2) and (l)(4), the Labor and
13 Workforce Development Agency ("LWDA") has been given notice of the settlement. Pursuant to
14 the PAGA, on the date the Parties filed the Motion seeking approval of the settlement with the
15 Court, Plaintiff submitted to the LWDA a notice of the settlement enclosing a copy of the
16 Settlement Agreement. The Court finds and determines that Plaintiff's notice of the settlement
17 complied with the statutory requirements of the PAGA.

18 3. The Court confirms approval of the settlement as to the following group of
19 individuals, collectively referred to as the "Aggrieved Employees":

20 all current and former California non-exempt employees of
21 Defendant who were paid wages by Defendant at any time during
22 the PAGA Period [the period of May 13, 2020 through July 31,
23 2022].

24 4. This Court has jurisdiction over the subject matter of this litigation, over all
25 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
26 under the settlement.

27 5. The Court finds that the settlement is, in all respects, fair, reasonable, and
28 adequate. Accordingly, the Court hereby finally and unconditionally approves the settlement.

1 6. The Court approves the Notice of Settlement to Aggrieved Employees, attached
2 as Exhibit A to the Settlement Agreement.

3 7. The Court finds that each Aggrieved Employee, in accordance with the
4 settlement, releases the following “Released Claims” against the Released Parties:

5 [A]ll claims for civil penalties under the California Labor Code
6 Private Attorneys General Act, including costs and attorneys’ fees
7 related thereto, predicated on the alleged violation of Labor Code
8 sections 204 and/or 2802, based on the facts as alleged in the PAGA
9 Notice and the Second Amended Representative Action Complaint,
10 whether known or unknown, and including any claims under the
11 California Labor Code and/or applicable Industrial Welfare
12 Commission Wage Orders, as well any resulting claim for attorneys’
13 fees and costs that accrued during the period of May 13, 2020,
14 through July 31, 2022. (the “Released Claims”).

15 The release only extends to PAGA claims predicated on alleged violations of Labor Code
16 §§ 204 and 2802 during the PAGA Period.

17 8. The Court finds that the Maximum Settlement Amount, PAGA Penalties Fund,
18 and the methodology used to calculate and pay each Individual Settlement Payment, in
19 accordance with the settlement, are fair and reasonable.

20 9. The Court authorizes Phoenix Settlement Administrators to act as the Settlement
21 Administrator.

22 10. The Court authorizes the Settlement Administrator to calculate and pay the
23 Individual Settlement Payments, in accordance with the terms of the settlement.

24 11. The Court awards the Settlement Administrator in this Action its fees and costs of
25 One Thousand Seven Hundred Fifty Dollars (\$1,750.00) in accordance with the terms of the
26 Settlement Agreement.

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1 12. The Court awards to Representative Plaintiff a payment of Three Thousand
2 Dollars (\$3,000.00), which shall be paid to Representative Plaintiff as an Enhancement Award.
3 In exchange, Representative Plaintiff has agreed to a general release of all claims that he might
4 have against Defendant, including a Civil Code § 1542 release.

5 13. The Court awards to Plaintiff's Counsel in this Action its fees of Twenty
6 Thousand Dollars (\$20,000.00) and actual costs of Two Thousand Twenty-Two Dollars and
7 Ninety-One Cents (\$1,928.98), in accordance with the terms of the Settlement Agreement.

8 14. The Court approves the allocations and payment of Sixty Thousand Dollars
9 (\$60,000.00) for the compromise of claims brought under the PAGA, to be paid in accordance
10 with the terms of the settlement.

11 15. Under the terms of the settlement, the PAGA Penalties Fund is Thirty-Three
12 Thousand Three Hundred Twenty-Seven Dollars and Two Cents (\$33,321.02), Seventy-five
13 percent (75%) of the PAGA Penalties Fund will be paid to the State of California Labor and
14 Workforce Development Agency ("LWDA Payment"), and the remaining twenty-five percent
15 (25%) of the PAGA Penalties Fund shall be distributed to the Aggrieved Employees in
16 accordance with the terms of the settlement.

17 16. Checks for Individual Settlement Payments sent to Aggrieved Employees shall be
18 valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for
19 Individual Settlement Payments uncashed after one hundred eighty (180) days will be disbursed
20 to the Unclaimed Property Fund of the California State Controller.

21 17. The Court retains exclusive and continuing jurisdiction over this Action for
22 purposes of supervising, administering, implementing, interpreting, and enforcing this Judgment
23 and Order, as well as the settlement.

24 18. Nothing in this Order and Judgment or the settlement shall be construed as an
25 admission or concession by any party. The settlement and this resulting Judgment and Order
26 simply represent a compromise of disputed allegations.

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1 19. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10)
2 days of the date of this Order.

3 **IT IS SO ORDERED AND ADJUDGED.**

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5 DATED: _____

6 HON. GLENDA SANDERS
7 SUPERIOR COURT OF CALIFORNIA
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