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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

LAVONTRA BREAUX, in a Representative
capacity only, and on behalf of other
members of the public similarly situated

Plaintiff,

v.

THE LOVESAC COMPANY, A Delaware
Corporation, and DOES 1-10, inclusive

Defendant

CASE NO. 30-2021-01212714-CU-OE-CXC

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT & ENTRY OF JUDGMENT**

Date: September 29, 2022
Time: 2:00 p.m.
Dept.: CX102
Judge: Hon. Peter J. Wilson

1 TO ALL PARTIES HEREIN AND THEIR ATTORNEYS OF RECORD:

2 Plaintiff LAVONTRA BREAUX, in a Representative capacity only, and on behalf of other
3 members of the public similarly situated, Motion for Approval of a PAGA Settlement was heard in
4 Department CX102 of the above-entitled Court on September 29, 2022 at 2:00 p.m.

5 Having read and considered the application filed by Plaintiff's Counsel, any opposition thereto,
6 and the arguments of the parties, the Court finds there are sufficient grounds to grant Plaintiff's
7 Application in this matter. Accordingly, good cause appearing therefore,

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

9 The Court has reviewed and approves the terms of the parties settlement pursuant to the Private
10 Attorneys General Act (PAGA) which is attached to the Declaration of Ryan T. Kuhn as **Exhibit 1** (the
11 "PAGA Settlement Agreement").

- 12 1) All terms used in the PAGA Settlement Agreement shall have the same meaning as
13 defined therein.
- 14 2) The terms of the settlement are fair, adequate, and reasonable, and therefore, are
15 approved by the Court.
- 16 3) Compensation to the Labor Workforce Development Agency ("LWDA") and the
17 Representative Action Members shall be effected pursuant to the terms of the
18 Settlement Agreement.
- 19 4) The Court hereby approves of the payment of Attorneys' Fees and Costs to Plaintiff's
20 Counsel to be effected pursuant to the terms of the Settlement Agreement.
- 21 5) The Court hereby approves of the payment to the Settlement Administrator, Phoenix
22 Settlement Administrators, for its performance of its settlement administration services
23 to be effected pursuant to the terms of the Settlement Agreement.
- 24 6) Upon entry of this Order, all claims in the Action shall be and are hereby dismissed
25 with prejudice. Moreover, the LWDA and each and every Representative Action
26 Member, including Plaintiff's, shall be deemed and hereby are deemed to have
27 conclusively released and forever discharged the Settling Defendant from the PAGA
28 Released Claims, as defined in the PAGA Settlement Agreement, and are hereby

1 permanently barred and enjoined from the institution or prosecution of any and all
2 Released Claims against the Settling Defendant.

3 7) Neither the settlement, nor any terms set forth in the Settlement Agreement, are an
4 admission of liability or any wrongdoing by the Settling Defendant, nor is the Court's
5 Order a finding of the validity of any claims in the Action or of any wrongdoing by the
6 Settling Defendant.

7 8) This Order is intended to be a final disposition of the Action in its entirety.

8 9) The Court will retain jurisdiction over the Parties to enforce the settlement until
9 performance in full of the terms of the settlement pursuant to Code of Civil Procedure
10 section 664.6.

11 **JUDGMENT**

12 10) The Court hereby enters final judgment in this Action in accordance with terms of the
13 Settlement Agreement and the Order Granting Plaintiff's Motion Seeking Approval of
14 PAGA Settlement ("Final Order"). All terms used herein shall have the same meaning
15 as defined in the PAGA Settlement Agreement.

16 11) Upon the Settlement Effective Date, as defined in the PAGA Settlement Agreement,
17 Plaintiff and all Representative Action Members, shall have by operation of the Final
18 Order and this Judgment, fully, finally and forever release, relinquished, and discharged
19 the Settling Defendant from the Released Claims as those terms are respectively
20 defined in the Settlement Agreement.

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23 Dated: _____

24 HONORABLE PETER J. WILSON
JUDGE OF THE SUPERIOR COURT
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