

FILED

Superior Court of California
County of San Francisco

AUG 19 2022

CLERK OF THE COURT

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Deputy Clerk

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Attorneys for Plaintiff Jakeesha Acree

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

JAKEESHA ACREE, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

BAKER PLACES, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: CGC-21-591366

[Assigned to Hon. Samuel K. Feng]

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS PURSUANT
TO LABOR CODE SECTION 2698 ET SEQ.**

Date: August 19, 2022

Time: 9:30 a.m.

Dept. 302

ORDER

The Court having considered Plaintiff's *unopposed* Notice of Motion and Motion for Approval of PAGA Settlement ("Motion"), the supporting declaration and exhibits thereto, all papers filed and proceedings had herein, and having reviewed the record in the Action, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Final Order, refers to all defined terms as set forth in the Settlement Agreement and Release of PAGA Claims attached as Exhibit "A" to the foregoing Stipulation.

2. The Settlement is hereby accepted and approved;

3. Plaintiff and all PAGA Settlement Members, by operation of this Final Order and the Judgment separately entered into by the Court, hereby fully, finally, and forever release, relinquish, and discharge the Released Parties from all Released Claims as follows:

"Released Claims" means all claims for relief under PAGA arising during the Covered Period based on the facts alleged by Plaintiff in the Action and Plaintiff's notice letter to the LWDA including, but not limited to, claims for civil penalties based on alleged violations of Labor Code sections 201, 201.3, 202, 203, 204, 205.5, 218, 218.6, 226, 226.3, 226.7, 246, 256, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2699, and the applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs under.

"Released Parties" shall mean Defendant, and each of its respective current and former, direct and indirect owners, parents, subsidiaries, brother-sister companies, and all other affiliates and related entities, and their current and former partners, officers, directors, employees, attorneys, agents, and other related parties.

"PAGA Period" shall mean May 4, 2020 to the date the settlement is approved by the Court.

4. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

1 5. The Settlement is not an admission by Defendant as defined below, nor is this
2 Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
3 this Order, the Settlement, nor any document referred to herein, nor any action taken to carry
4 out the Settlement, may be used as an admission of any fault, wrongdoing, omission,
5 concession, or liability whatsoever by or against Defendant.

6 6. Defendant shall pay the PAGA Members, Plaintiff's Counsel, the Labor and
7 Workforce Development Agency ("LWDA"), and the Settlement Administrator pursuant to
8 the terms of the Settlement:

- 9 a. Actual administration costs of up to \$15,000.00, payable to the Settlement
10 Administrator ILYM Group for administration of the Settlement;
11 b. Attorneys' fees to Plaintiff's Counsel in the amount of \$84,000.00 (35%);
12 c. Reimbursement for actual costs incurred by Plaintiff's Counsel not to exceed
13 \$16,000.00; and
14 d. Payment to Plaintiff in the amount of \$10,000.00, in exchange for a general
15 release pursuant to the terms of the Settlement

16 7. The remaining amount to the PAGA Fund, which shall be allocated as set
17 forth in Labor Code § 2699(d), with 75% allocated to the LWDA, and the remaining 25%
18 to the PAGA Members on a pro-rata basis. Aggrieved Employees shall have 180 calendar
19 days after the date the PAGA Packet is mailed to them to cash their settlement payment
20 checks. If any Aggrieved Employee's check is not cashed within that period, the settlement
21 payment check will be voided and a stop-payment will be issued. Neither Defendant,
22 Defendant's counsel, Plaintiff, nor PAGA Counsel will have any liability for lost or stolen
23 settlement payment checks, forged signatures on settlement payment checks, unauthorized
24 negotiation of settlement payment checks or failure to timely cash a settlement payment
25 check within the 180-day period. After 180 days from the date of their mailing by the
26 Settlement Administrator, any uncashed checks will be void and escheat to the California
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1 State Controller's Office in the name of the Class Member who did not cash his or her
2 check.

3 8. "Effective Date" shall be the date the Court enters an order approving this
4 Agreement.

5 9. Defendant shall fund the Gross Settlement Amount in three equal yearly
6 installments, starting with the first installment of \$80,000.00 due October 1, 2022, the
7 second installment due October 1, 2023, and the final installment due October 1, 2024.

8 10. Within 14 days after the final installment, the Settlement Administrator will
9 mail payments and notices to the Aggrieved Employees, issue payment to Plaintiff's
10 Counsel's for fees and costs, and issue payment to the LWDA in an amount equivalent to
11 seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court

12 11. The Court hereby confirms Kane Moon, Allen Feghali, and Edwin Kamarzarian
13 of Moon & Yang, APC as PAGA Counsel.

14 12. The Court finds that the fees requested by Plaintiff's Counsel of \$84,000.00
15 (35%) of the total settlement amount is reasonable, and the costs requested of up to
16 \$16,000.00 were reasonable and necessary for the prosecution of this action. The Court
17 hereby awards attorney's fees in the amount of \$84,000.00 and costs in the amount of not to
18 exceed \$16,000.00 to Plaintiff's Counsel for their attorneys' costs. The payment of fees and
19 costs to Plaintiff's Counsel shall be made in accordance with the terms of the Settlement.

20 13. The Court approves of the proposed letter attached to the Settlement as Exhibit
21 A to be sent to PAGA Members along with their respective settlement check.

22 14. This action is dismissed with prejudice.

23 15. Plaintiff shall submit a copy of this Order and a copy of the Judgment to the
24 LWDA within ten calendar days after entry of the Order and Judgment.

25 16. This Court shall retain jurisdiction, pursuant to C.C.P. section 664.6, over this
26 action, the Parties, and the PAGA Settlement Members to the fullest extent necessary to
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1 interpret, enforce, and effectuate the terms and intent of the Settlement and this Order and
2 Judgment.

3 17. The Court sets a status conference re: final accounting for 8/19/22, 2023. At
4 least nine court days prior to the hearing, Plaintiff shall submit a final report including the
5 actual amounts paid to aggrieved employees, the other amounts distributed under the
6 settlement, and the amounts tendered to the Unclaimed Property Division. 8/19/22

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8 **IT IS SO ORDERED.**

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11 DATED: 8/19/22


12 SAN FRANCISCO COUNTY SUPERIOR COURT
13 **VEDICA PURI**
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