

1. Name of the party submitting the proposed order:
Plaintiff Chris Bronken
2. Title of the proposed order:
[Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, and Settlement Administration Costs
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Hearing on Motion for Approval of Private Attorneys General Act Settlement Agreement and Award of Attorneys' Fees
 - b. Date and time: December 27, 2024 at 9:00 a.m.
 - c. Place: CX-101
4. The proposed order was served on the other parties in the case.

Brittany L Shaw

Page 1 of 2

CASE NAME: Bronken v Millie and Severson, Inc.

CASE NUMBER:
30-2021-01221405-CU-OE-CXC**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**1. I am at least 18 years old **and not a party to this action.**3. My residence or business address is (*specify*):b. My electronic service address is (*specify*):2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:a. *On (name of person served) (If the person served is an attorney, the party or parties represented should also be stated.):*b. *To (electronic service address of person served):*c. *On (date):*I | Electronic service of *the Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.***** SEE ATTACHED PROOF OF SERVICE**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Cindi Vega

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brittany Shaw (SBN 331773)
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Attorneys for Plaintiff

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

TIERRA FRANKLIN, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

POMONA HEALTHCARE & WELLNESS
CENTER, LLC, a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2021-01221405-CU-OE-CXC

Honorable William Claster
Department CX-101

ROA #108

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, AND
SETTLEMENT ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees and Costs, and Settlement
Administration Costs; Declaration of Plaintiff's
Counsel (Brittany Shaw); Declaration of Plaintiff
(Tierra Franklin)]

Reservation ID: 74436962
Date: December 27, 2024
Time: 9:00 a.m.
Department: CX-101

Complaint Filed: September 15, 2021
Trial Date: None Set

1 This matter has come before the Honorable William Cluster in Department CX-101 of the Superior
2 Court of the State of California, for the County of Orange, on December 27, 2024 at 9:00 a.m., on Plaintiff
3 Chris Bronken’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code §
4 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, and Settlement
5 Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC appeared for Plaintiff
6 and Kaufman Dolowich & Voluck LLP, appeared for Defendant Millie and Severson, Inc. (“Defendant”).

7 On or around October 15, 2024, Plaintiff and Defendant (together, the “Parties”) executed the Private
8 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or
9 “Agreement”).

10 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
11 Declarations of Plaintiff's Counsel Brittany Shaw and Plaintiff Chris Bronken, and (3) the Settlement
12 Agreement.

13 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

14 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 15 1. The Motion for Approval of Settlement is granted.
- 16 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 17 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
18 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
19 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the
20 Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-captioned
21 action was filed prior to June 19, 2024.

- 22 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
23 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
24 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the
25 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
26 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
27 2699.3(a).

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (the “Action”).

4 6. The Settlement pertains to the following aggrieved employees:
5 All current and former hourly-paid or non-exempt employees who worked for Defendant in the
6 State of California during the PAGA Period (the “Aggrieved Employees”).

7 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
8 negotiations.

9 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
10 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
11 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
12 Amount shall be the Total Settlement Amount (\$337,500.00) less the approved Attorneys' Fees and Costs
13 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), Plaintiff’s separate individual settlement agreement, and
14 Settlement Administration Costs to Atticus Administration LLC (the “PAGA Settlement Administrator”).
15 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA
16 Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the
17 Aggrieved Employees (“Employees’ Portion”) in accordance with this Order and Judgment and the
18 Settlement Agreement.

19 9. The Court has considered the Settlement, and the monetary allocations provided thereby, and
20 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
21 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
22 with, this Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$111,375.00 to Plaintiff’s Counsel for attorneys’ fees.
24 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this
25 Order and Judgment and the Settlement Agreement.

26 11. The Court approves the payment of \$12,619.39 to Plaintiff’s Counsel for reimbursement of
27 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
28 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 12. The Court approves payment up to the amount of \$10,000.00 to Atticus Administration LLC
2 for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and
3 shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

4 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
5 Judgment and the Settlement Agreement.

6 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
7 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the PAGA
8 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
9 it distributes payments to Aggrieved Employees for their share of the Employees' Portion (“Individual
10 Settlement Share(s)").

11 15. No later than seven (7) calendar days after the date of this Order and Judgment, Defendant
12 will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with
13 this Order and Judgment and the Settlement Agreement.

14 16. Within thirty (30) calendar days of the date of this Order and Judgment, Defendant shall
15 deposit \$337,500.00 into a qualified settlement account established, by the PAGA Settlement Administrator
16 for administration of the Settlement in accordance with this Order and Judgment and the Settlement
17 Agreement.

18 17. No later than thirty (30) calendar days after receipt of the Aggrieved Employees List, and
19 Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall distribute
20 the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all Aggrieved
21 Employees (together, the “PAGA Settlement Package(s)”), the Settlement Administration Costs to itself,
22 only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees, the Attorneys'
23 Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel, as provided for by
24 this Order and Judgment and the Settlement Agreement.

25 18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
26 and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such
27 cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State
28

1 Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check is
2 cancelled.

3 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
4 the entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as to the
5 rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect
6 to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged
7 Released Parties, to the full extent permitted by law, of and from the Action and from the Released Claims.

8 20. "Released Parties" means Defendant, including Defendant's parent corporation, affiliates,
9 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former
10 employees, attorneys, officers, directors and agents thereof, both individually and in their business
11 capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and
12 insurers of such plans and programs.

13 21. "Released Claims" means any and all claims, arising during the PAGA Period, for civil
14 penalties under California Labor Code section 2698, *et seq.* interest, fees, and costs available under PAGA,
15 based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay
16 minimum, regular, overtime, and reporting time wages, failure to provide compliant meal periods and
17 associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely
18 pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant
19 and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse
20 necessary business-related expenses and costs, failure to provide a day of rest, and failure to provide
21 requisite written notice of material terms of employment (including regarding rate of pay, allowances,
22 payday, name of employer, employer's physical address, employer's telephone number, employer's
23 workers' compensation insurance carrier, and accrual and use of sick leave) at the time of hire and during
24 employment, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
25 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare
26 Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 16-2001.

1 22. “PAGA Period” means the period from July 12, 2020, to the date of approval of the
2 Settlement.

3 23. No individualized notice of this Order and Judgment is required to be provided to the
4 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
5 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).
6

7
8 Date: _____

Honorable William Claster
Judge of the Superior Court

EXHIBIT A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Chris Bronken v. Millie and Severson, Inc.*, Orange County Superior Court Case No. 30-2021-01221405-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Chris Bronken v. Millie and Severson, Inc.*, Orange County Superior Court Case No. 30-2021-01221405-CU-OE-CXC (“Action”).

The lawsuit was filed on September 15, 2021 by Chris Bronken (“Plaintiff”) against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on July 21, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, and 16-2001, thereby initiating LWDA Case Number LWDA-CM-837639-21 (the “PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant Millie and Severson, Inc. (“Defendant”).

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period July 12, 2020 to <<the date of Court approval of the Settlement>> (“Aggrieved Employees”). The period July 12, 2020 to <<the date of Court approval of the Settlement>> is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released PAGA Claims.

“Released Parties” means Defendant, including Defendant’s parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released PAGA Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, overtime, and reporting time wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, failure to provide a day of rest, and failure to provide requisite written notice of material terms of employment (including regarding rate of pay, allowances, payday, name of employer, employer’s physical address, employer’s telephone number, employer’s workers’ compensation insurance carrier, and accrual and use of sick leave) at the time of hire and during employment, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, and 16-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will

be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.