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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

ALLEN JOHNSON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

FS PALO ALTO EMPLOYMENT, INC., a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 21CV389927

(Assigned for all purposes to the Hon. Sunil R.
Kulkarni, Dept. 1)

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

Date: March 2, 2023

Time: 1:30 P.M.

Dept.: 1

Complaint Filed: November 4, 2021

Trial Date: None

1 Plaintiff Allen Johnson (“Plaintiff”) and Defendant FS Palo Alto Employment, Inc.
2 (“Defendant”) (Defendant and Plaintiff together, the “Parties”) have entered into the Joint PAGA
3 Settlement Agreement and Release of Claims (“Settlement Agreement” or “Settlement”) to settle
4 the above-captioned representative action subject to the Court’s approval.

5 This matter is now before the Court on Plaintiff’s Motion to Approve Settlement
6 Agreement Pursuant to the Private Attorneys General Act. The Court has read, heard, and
7 considered all the pleadings and documents submitted, and the presentations made in connection
8 with the Motion which came on for hearing on March 2, 2023.

9 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

10 The Court hereby approves the Parties’ proposed PAGA Settlement and hereby enters
11 FINAL JUDGMENT based on the terms set forth in the Parties’ Settlement in favor of Plaintiff
12 and the Aggrieved Employees in the amount of \$95,000.00. Of this, \$31,666.00 is awarded as
13 attorneys’ fees paid to PAGA Counsel; \$10,216.65 is awarded as costs paid to PAGA Counsel;
14 \$7,500.00 is awarded to Plaintiff as a service award; and \$7,500.00 is awarded as administration
15 costs paid to the Settlement Administrator.

16 This Judgment incorporates by reference the definitions in the Settlement Agreement, and
17 all terms defined therein shall have the same meaning as set forth in the Settlement Agreement.

18 This Judgment is entered as part of a Settlement and the Court has made no findings of
19 liability or provided any notice of PAGA violations.

20 As a result of this Judgment, the Aggrieved Employees are barred from prosecuting any
21 of the claims covered by the Released PAGA Claims, as defined in the Settlement Agreement,
22 against the Released Parties.

23 This Judgment is intended to be a final disposition in its entirety of the above captioned
24 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
25 of all matters relating to the interpretation, administration, implementation, effectuation, and
26 enforcement of the Settlement pursuant to C.C.P. § 664.6.

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IT IS SO ORDERED.

DATED: _____

HON. SUNIL R. KULKARNI
SUPERIOR COURT OF CALIFORNIA