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

LEYLA SHAMS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

REVATURE LLC, a Virginia corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CV394270

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

Date: June 4, 2025

Time: 1:30 p.m.

Dept.: 19

Action Filed: February 14, 2022

Trial Date: None Set

1 **[PROPOSED] ORDER**

2 Plaintiff Leyla Shams's ("Plaintiff") Motion to Approve Settlement Agreement Pursuant
3 to the Private Attorneys General Act came on regularly for hearing on June 4, 2025.

4 Appearances for Plaintiff and Defendant Revature LLC ("Defendant") (Plaintiff and Defendant
5 collectively, the "Parties") were noted on the record.

6 The Court has considered the PAGA Settlement Agreement ("Settlement Agreement")
7 and all other papers filed in this action.

8 **NOW THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

9 1. Pursuant to California Labor Code section 2699(l), Plaintiff's Motion is
10 **GRANTED**. The Court finds that the Settlement is in all respects adequate considering the
11 purposes and provisions of the California Labor Code Private Attorneys General Act, California
12 Labor Code section 2698, *et seq.* The Court finds that the Settlement has been reached as a result
13 of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
14 were able to reasonably evaluate their respective positions. The Court has reviewed the monetary
15 recovery being provided by the Settlement and recognizes the value accorded to the State of
16 California and aggrieved employees.

17 2. Pursuant to Labor Code section 2699(i), the Gross Settlement Amount of Two
18 Hundred Eighty-Five Thousand Dollars (\$285,000.00) shall be distributed as follows:

- 19 a. Seventy-five percent (75%) of the PAGA Penalties to the LWDA.
20 b. Twenty-five percent (25%) of the PAGA Penalties to the Aggrieved
21 Employees.
22 c. Ninety-Five Thousand Dollars (\$95,000.00) to Plaintiff's counsel as the
23 PAGA Counsel Fees Payment;
24 d. Twenty-One Thousand Six Hundred Fifty-Five Dollars and Fifty-Three
25 Cents (\$21,655.53) to Plaintiff's counsel as the PAGA Counsel Litigation Expenses Payment;
26 e. Ten Thousand Dollars (\$10,000.00) to Plaintiff as a service payment; and
27 f. Nine Thousand Five Hundred Dollars (\$9,500.00) to the Settlement
28 Administrator.

1 3. Upon the date that Defendant deposits the entire Gross Settlement Amount with
2 the Settlement Administrator, Plaintiff, the State of California, and all Aggrieved Employees
3 shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged
4 Defendant and the Released Parties from the Released PAGA Claims, including, damages,
5 attorney's fees, costs, and penalties that could have been recovered.

6 4. The Parties are ordered to carry out the terms of the settlement in accordance with
7 the terms of the Settlement Agreement.

8 5. Judgment is hereby entered in accordance with this Order and the terms of the
9 Settlement. Plaintiff shall take from her complaint only the relief set forth in the Settlement
10 Agreement and this Order and Judgment. Without affecting the finality of the Settlement or this
11 Judgment in any way, the Court shall retain jurisdiction over the Parties for purposes of
12 enforcing and interpreting the Settlement, this Order, and this Judgment.

13 6. The Settlement does not constitute an admission by Defendant of liability to
14 Plaintiff or any Aggrieved Employee, nor does this Order constitute a finding by the Court of the
15 validity of any of the claims alleged in this Action, or any liability of Defendant or any of the
16 Released Parties.

17 **IT IS SO ORDERED.**

18
19 DATED: _____

HONORABLE THEODORE C. ZAYNER
SUPERIOR COURT OF CALIFORNIA