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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF SACRAMENTO**

13 DEXTER GREEN, on behalf of the State
14 of California, as a private attorney general,

15 Plaintiff,

16 vs.

17 OSL RETAIL SERVICES CORP, a
18 Corporation; OSL RETAIL SERVICES
19 CALIFORNIA, LLC, a California Limited
20 Liability Company, and DOES 1 through
21 50, inclusive,

22 Defendants.

Case No. 34-2022-00316065

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: March 14, 2025
Hearing Time: 9:00 a.m.
Reservation Number: A-316065-001

Judge: Hon. Lauri A. Damrell
Dept.: 22

Action Filed: February 25, 2022

1 **ORDER AND JUDGMENT**

2 Plaintiff Dexter Green (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims
3 under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California
4 Labor Code § 2699(s)(2), against Defendants OSL Retail Services Corporation and OSL Retail
5 Services California LLC (“Defendants”).

6 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in
7 this action and is authorized to act as private attorney general with respect to the PAGA claims being
8 released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”), which is
9 incorporated by reference. The California Labor & Workforce Development Agency (“LWDA”) was provided with notice of the Settlement Agreement and the motion for approval of the PAGA
10 settlement via its online process and no objection has been received to the settlement or the motion
11 from the LWDA.
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13 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA
14 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
15 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
16 \$557,100.00, which includes the PAGA Payment, the Administration Expenses Payment (not to
17 exceed \$5,850.00) for ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment
18 in the amount of \$185,700.00 (one-third of the Gross Settlement Amount), and PAGA Counsel
19 Litigation Expenses Payment in the amount of \$23,105.79. The PAGA Payment, which is the
20 amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration
21 Expenses Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses
22 Payment, shall be allocated to Labor Code 2699 penalties, including other civil penalties specified in
23 the Labor Code, of which 75% of the payment will be paid to the LWDA (no less than \$251,662.50)
24 and 25% will be paid to the PAGA Group (no less than \$83,887.50).

25 The Court, having reviewed the evidence and papers submitted and argument of counsel,
26 pursuant to Labor Code section 2699(s)(2) hereby GRANTS the Plaintiff’s motion and approves the
27 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
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1 allocated and paid out as set forth in the Settlement Agreement.

2 The “PAGA Group” are defined as all individuals who worked for defendants OSL Retail
3 Services Corporation and OSL Retail Services California LLC, or either of them, as non-exempt
4 employees in California at any time during the PAGA Period. To be included in the PAGA Group,
5 individuals must have worked at least one day for Defendants (or either of them) in California during
6 the PAGA Period, as determined from Defendants’ payroll and employment records. For the
7 avoidance of doubt, individuals who were hired but never worked or received any wages are not part
8 of the PAGA Group. The PAGA Period is the period from February 25, 2021 to May 23, 2024.

9 Effective on the date when Defendants fully fund the entire Gross PAGA Settlement
10 Amount, Defendants and the Released Parties (as defined in the Settlement Agreement) shall be
11 entitled to a release of the Released PAGA Claims. The “Released PAGA Claims” are any
12 representative PAGA claim on behalf of the LWDA and/or any individual PAGA claim that was
13 alleged in the Operative Complaint and/or the PAGA Notice, or that could have been alleged in the
14 Operative Complaint and/or the LWDA Notice, based upon or arising out of the facts and/or claims
15 alleged in the Operative Complaint or in the PAGA Notice from the beginning of time up to and
16 including the end of the PAGA Period.

17 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
18 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
19 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
20 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any
21 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
22 this Order) shall not be construed to be an admission by Defendants of any liability or wrongdoing
23 as to Plaintiff, the PAGA Group, or any other person, and Defendants specifically disclaim any such
24 liability or wrongdoing.

25 This claim asserted under PAGA in this action is dismissed with prejudice. After entry of
26 this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure § 664.6, retain
27 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
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1 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
2 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
3 the distribution of settlement benefits.

4 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
5 **ENTERED ACCORDINGLY.**

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7 DATED: _____

8 THE HONORABLE LAURI A. DAMRELL
9 JUDGE OF THE SUPERIOR COURT
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