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13 Attorneys for Plaintiff and the Aggrieved Employees

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

16 SHEA MULLIN, on behalf of herself and all
17 others similarly situated,

18 Plaintiff,

19 v.

20 CALIFORNIA SLEEP SOLUTIONS, LLC, a
21 California Limited Liability Company; and
22 DOES 1-50, inclusive.

23 Defendants.

CASE NO.: 34-2022-00314521

Assigned to the Hon. Lauri A. Damrell, Dept. 22

**~~PROPOSED~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT**

Hearing Information:

Date: March 28, 2025

Time: 9:00 a.m.

Dept.: 22

1 **~~PROPOSED~~ ORDER**

2 This matter having come before the Court on Plaintiff Shae Mullins's ("Plaintiff") motion
3 for approval of the Parties' Settlement pursuant to California's Private Attorneys General Act,
4 California Labor Code § 2698 *et seq.* ("PAGA"), it is hereby ORDERED:

5 1. This Order incorporates the Private Attorneys General Act Settlement Agreement
6 and Release ("Settlement Agreement") agreed to between Plaintiff, on behalf of herself and the
7 State of California, on the one hand, and Defendant, on the other hand. Unless otherwise provided
8 herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement
9 Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters
10 relating thereto, and over all parties to the Action.

11 2. The Court has considered the nature of the claims, the amount paid in settlement,
12 which is \$150,000 ("Gross Settlement Amount"), the allocation of settlement proceeds among the
13 aggrieved employees, and the fact that a settlement represents a compromise of the Parties'
14 respective positions rather than the result of a finding of liability at trial. The Court hereby finds the
15 Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, has
16 been reached as a result of serious and non-collusive, arm's-length negotiations. The Court,
17 therefore, approves the Settlement as set forth in the Settlement Agreement and directs the Parties
18 to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

19 3. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted
20 to the Labor and Workforce Development Agency fully and adequately complied with the notice
21 requirements of California Labor Code § 2699.

22 4. Upon the Effective Date, the Plaintiff and the PAGA Employees shall be bound by
23 the releases set forth in the Settlement Agreement. The release of the Released Claims shall be
24 effective as to the defined "PAGA Period", which is the period from January 21, 2021 to May 31,
25 2024.

26 5. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
27 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
28 alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of

1 any wrongdoing by the Defendant, or any of the other Released Parties.

2 6. Pursuant to the terms of the Settlement, the Court awards PAGA Counsel Fees
3 Payment to Plaintiff's Counsel in the total amount of \$50,000, to be paid out of the Gross
4 Settlement Amount, as final payment for and complete satisfaction of any and all attorney's fees
5 arising out of the Action.

6 7. Pursuant to the terms of the Settlement, the Court awards PAGA Counsel Litigation
7 Expenses Payment to Plaintiff's Counsel in the total amount of \$11,065.95, to be paid out of the
8 Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorney's
9 costs arising out of the Action.

10 8. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator.
11 Furthermore, pursuant to the terms of the Settlement, the Court awards fees to ILYM in the amount
12 of \$6,000 as compensation for its fees and costs in administering this Settlement. This amount is to
13 be paid out of the Gross Settlement Amount.

14 9. Pursuant to the terms of the Settlement Agreement, the Net Settlement Fund shall be
15 allocated as follows: seventy-five percent (75%) of the Net Settlement Fund, will be paid to the
16 LWDA, and the remaining twenty-five percent (25%), will be paid to all PAGA Employees
17 allocated pursuant to the method set forth in the Settlement Agreement for calculating Individual
18 Settlement Payments.

19 10. Defendant will not be required to pay any additional amounts in connection with the
20 Settlement other than those amounts specifically set forth in the Settlement Agreement and this
21 Order.

22 11. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
23 purposes of supervising the implementation, enforcement, construction, administration, and
24 interpretation of the Settlement Agreement and this Judgment.

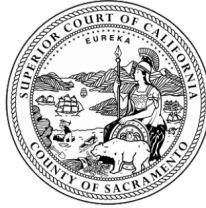
25 12. The Court hereby enters judgment of the entire Action, with prejudice, for the
26 reasons set forth above and upon the terms set forth in the Settlement Agreement.

27 13. This Judgment is intended to be a final disposition of the above-captioned action in
28 its entirety and is intended to be immediately appealable. Subject to the Court's continuing

jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

IT IS SO ORDERED.

DATED: 03/26/2025



A handwritten signature in cursive script, appearing to read "Lauri A. Damrell".

HON. ~~LAURIA~~ LAURI A. DAMRELL
JUDGE OF THE SUPERIOR COURT

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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 920, Los Angeles, California 90067.

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**Counsel for Defendant California Sleep
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BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

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

Executed on March 18, 2025, at Los Angeles, California.

/s/ Cynthia Garcia
Cynthia Garcia