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5 Counsel for Plaintiff ALICIA GALINDO

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8 **SUPERIOR COURT OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF LOS ANGELES**
10

11 ALICIA GALINDO, individually on behalf
12 of all others similarly situated and aggrieved,

13 Plaintiff,

14 vs. BERRO MANAGEMENT COMPANY,
INC., a California corporation, and DOES 1
15 through 10, inclusive,

16 Defendants.
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CASE NO. 22STCV25853

Assigned for All Purposes to:
Hon. Maurice Leiter
Dept. 54

STIPULATION AND [PROPOSED] ORDER
GRANTING APPROVAL OF SETTLEMENT
UNDER PRIVATE ATTORNEYS GENERAL
ACT

1 Plaintiff Alicia Galindo, individually and on behalf of all others similarly aggrieved
2 (“Plaintiff”), and Defendant Berro Management Company, Inc. (“Berro,” and collectively the
3 “Parties”), by and through their respective counsel of record, hereby stipulate as follows:

4 **WHEREAS**, the Parties, by and through their counsel of record herein, through this
5 Stipulation and [Proposed] Order for Approval of PAGA Settlement, seek Court approval of a
6 proposed settlement of claims under the Private Attorney’s General Act, Labor Code sections
7 2698, *et seq.* (“PAGA”), the terms of which are set forth in the Parties’ PAGA Settlement
8 Agreement. A true and correct copy of the Settlement Agreement is attached as **Exhibit 1** to the
9 Declaration of J. Kirk Donnelly (“Donnelly Decl.”), filed herewith, and all terms defined therein
10 are hereby incorporated by reference. All capitalized terms used herein shall have the same
11 meaning as defined in the Settlement Agreement.

12 **BACKGROUND**

13 1. **WHEREAS**, Plaintiff Galindo formerly was employed by Defendant Berro as an
14 apartment manager, and alleges Berro committed various violations of the California Labor Code
15 and IWC Wage Orders as to her and other allegedly aggrieved employees. (Donnelly Decl., ¶¶ 4-
16 5.)

17 2. **WHEREAS**, on or about February 7, 2022, Plaintiff submitted a Notice of
18 Alleged California Labor Code Violations (“PAGA Notice”) to the Labor and Workforce
19 Development Agency (“LWDA”) and provided a copy to Defendant via certified mail. The
20 PAGA Notice alleged Berro failed to (1) provide rest breaks or premium wages in lieu thereof,
21 (2) timely pay wages under Labor Code section 204, (3) failed to provide wage statements and
22 provided inaccurate wage statements, (4) failed to timely pay wages upon separation of
23 employment, and (5) failed to comply with other wage and hour requirements. (Donnelly Decl., ¶
24 6; Exh. 4.)

25 3. **WHEREAS**, on or about May 25, 2022, Plaintiff submitted an Amended Notice
26 of Alleged California Labor Code Violations (“Amended PAGA Notice”) to the Labor and
27 Workforce Development Agency (“LWDA”) and provided a copy to Defendant via certified mail.
28

1 The Amended PAGA Notice added allegations that Berro failed to pay minimum wages
2 (Donnelly Decl., ¶ 6; Exh. 5.)

3 4. **WHEREAS**, the LWDA did not respond to either the PAGA Notice or Amended
4 PAGA Notice. (Donnelly Decl., ¶ 6.)

5 5. **WHEREAS**, on or about August 10, 2022, Plaintiff filed a Complaint against
6 Defendant in the California Superior Court for the County of Los Angeles styled *Galindo v.*
7 *Berro Management Company, Inc.*, Case Number 22STCV25853 (the “Action”), alleging claims
8 for individual relief on behalf of Plaintiff as well as a cause of action for civil penalties under
9 PAGA for the alleged California Labor Code violations asserted in the PAGA Notice and
10 Amended PAGA Notice. (Donnelly Decl., ¶ 6.)

11 6. **WHEREAS**, on or about September 21, 2022, after meeting and conferring with
12 counsel, Plaintiff filed her First Amended Complaint that removed reference to certain Labor
13 Code sections with respect to the PAGA cause of action. (Donnelly Decl., ¶ 6.)

14 7. **WHEREAS**, on or about December 15, 2022, Defendant filed an Answer to the
15 FAC denying all material allegations and raising numerous defenses. At all relevant times Berro
16 has denied, and continues to deny, Plaintiff’s allegations as asserted in her complaints and PAGA
17 notice letters, any failure to comply with the laws identified in Plaintiff’s complaints and PAGA
18 notice letters, and any and all liability for the claims alleged. (Donnelly Decl., ¶ 7.)

19 8. **WHEREAS**, both before and after Plaintiff filed her initial complaint, the Parties
20 engaged in informal discovery, during which Defendant provided (1) a sampling of time and
21 corresponding pay records of about 25% of the Aggrieved Employees, (2) Berro’s relevant
22 policies, employment agreements, and wage statements, (3) Plaintiff’s employment file, and (4)
23 the total number of Aggrieved Employees and aggregate pay periods worked during the relevant
24 period. The Parties have also conducted extensive independent investigations and evaluations of
25 the claims, defenses, and applicable law in this matter. Both Plaintiff’s counsel and Defendant’s
26 counsel have significant experience litigating and resolving the type of wage-and-hour claims
27 alleged in the Action, including claims for civil penalties under PAGA. (Donnelly Decl., ¶ 8.)
28

9. **WHEREAS**, on December 7, 2022, the Parties engaged in mediation with Daniel Turner, Esq. Although the Parties did not reach a settlement at the mediation, they continued to negotiate with Mr. Turner's assistance and, on or about March 2, 2023, all Parties accepted a mediator's proposal issued by Mr. Turner to resolve both Plaintiff's individual claims and the PAGA claims. The material terms of Mr. Turner's proposal regarding the PAGA claims are encompassed in the Settlement Agreement. The material terms of Mr. Turner's proposal regarding Plaintiff's individual claims are encompassed in a separate confidential settlement agreement. (Donnelly Decl., ¶¶ 9-10.)

10. **WHEREAS**, on or about April 7, 2023, as part of the settlement, Plaintiff filed a Second Amended Complaint that added allegations regarding rest period violations and conformed the claims and allegations of the operative complaint to those in the PAGA Notices. The SAC is the operative complaint for purposes of the settlement. (Donnelly Decl., ¶ 10.)

SETTLEMENT TERMS

11. **WHEREAS**, only for the purpose of the settlement of the Action, “Aggrieved Employees” are defined as all current and former non-exempt employees of Berro in California at any time during the PAGA Period of February 7, 2021 to May 8, 2023 (i.e., the date Plaintiff filed this Stipulation). (Agreement, § 1.21.)

12. **WHEREAS**, the Settlement Agreement provides that, subject to Court approval, Phoenix Settlement Administrators shall administer the Settlement Agreement in accordance with its terms. (Agreement, § 1.2.; Declaration of Michael Moore, ¶¶ 2-18; Exhs. A and B.)

13. **WHEREAS**, within fifteen (15) days after the Settlement's Effective Date, Defendant shall provide the Settlement Administrator with the names, last known addresses, Social Security numbers, and PAGA Period Pay Periods of all Aggrieved Employees. (Agreement, § 4.2.)

14. **WHEREAS**, within thirty (30) days after the Settlement’s Effective Date, Defendant will transmit One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) (“Gross Settlement Amount”) into an account for administration and distribution maintained by

1 the Settlement Administrator. (Agreement, § 4.3.) The Gross Settlement Amount shall be
2 allocated as follows:

3 (a) A PAGA Representative Payment to Plaintiff of not more than One
4 Thousand Five Hundred Dollars and Zero Cents (\$1,500.00) (in addition to any Individual
5 PAGA Payment the Plaintiff is entitled to as an Aggrieved Employee) (Agreement, §
6 3.2.4.);

7 (b). The PAGA Counsel Fees Payment of not more than one-third of the GSA,
8 or Forty Thousand Dollars and Zero Cents (\$40,000.00) and the PAGA Counsel Litigation
9 Expenses Payment of Five Thousand Two Hundred Fifty Dollars and Zero Cents
10 (\$5,250.00) (Agreement, § 3.2.1.);

11 (c). The Settlement Administrator's Fee to Phoenix, in an amount not to exceed
12 Five Thousand Dollars (\$5,000.00) for the administration of the Settlement. (Agreement,
13 § 3.2.2);

14 (d) The LWDA Payment to the California Labor and Workforce Development
15 Agency in the amount of Fifty-One Thousand One Hundred Eighty-Seven Dollars and
16 Fifty Cents (\$51,187.50), which is seventy-five percent (75%) of the Net Settlement
17 Amount (Agreement, § 3.2.3.);

18 (e) Individual PAGA Payments in the amount of Seventeen Thousand Sixty-
19 Two Dollars and Fifty Cents (\$17,062.50) which represents twenty-five percent (25%) of
20 the Net Settlement Amount. The Individual PAGA Payments will be distributed to each
21 Aggrieved Employee on a *pro rata* basis according to their respective pay periods in
22 which they actually worked one or more days during a Pay Period according to Berro's
23 payroll records. (Agreement, § 3.2.3.1.)

24 15. **WHEREAS**, no portion of the Gross Settlement Amount will revert to Defendant.
25 (Agreement, § 3.1.)

26 16. **WHEREAS**, within ten (10) days after Defendant funds the Gross Settlement
27 Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA
28 PAGA Payment, the Administration Expenses Payment, the PAGA Representative Payment, and

1 the PAGA Counsel Expenses Payment. Individual PAGA Payments will be sent with a copy of
2 the notice letter, substantially in the form of Exhibit 3 to the Donnelly Declaration and as
3 approved by the Court. (Agreement, § 4.4.)

4 17. **WHEREAS**, checks representing Individual Settlement Payments will be valid
5 and negotiable for one hundred eighty (180) days, after which time the Settlement Administrator
6 shall void any outstanding unclaimed or uncashed checks. All residual funds will then be
7 forwarded to the California State Controller's Unclaimed Property Fund. (Agreement, §§ 4.4.1.-
8 3.)

9 18. **WHEREAS**, upon the funding of the Gross Settlement Amount, Plaintiff, the
10 LWDA and the Aggrieved Employees will be deemed to have released the Released Claims as to
11 the Released Parties, with the "Released Claims" defined as "all claims for PAGA penalties that
12 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in
13 the Operative Complaint and the PAGA Notices," and the "Released Parties" defined as
14 "Defendant and each of its former and present directors, officers, shareholders, owners, members,
15 attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates." (Agreement,
16 §§ 1.28, 5; Donnelly Decl. ¶ 14.)

17 19. **WHEREAS**, upon the funding of the Gross Settlement Amount, Plaintiff will be
18 deemed to have released the Released Parties on behalf of herself, and her former and present
19 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
20 successors, and assigns generally, release and discharge Released Parties from all claims,
21 transactions, or occurrences that occurred during the PAGA Period, including, but not limited to,
22 all claims that were, or reasonably could have been, alleged, based on the facts contained in the
23 Operative Complaint and the PAGA Notices ("Plaintiff's Release"). Plaintiff's Release does not
24 extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
25 unemployment benefits, disability benefits, social security benefits, workers' compensation
26 benefits (other than Labor Code sections 132(a) and 4553) that arose at any time, or based on
27 occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or
28 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be

1 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
2 notwithstanding such different or additional facts or Plaintiff's discovery of them. This release is
3 in addition to Plaintiff's release of claims set forth in the individual settlement agreement.
4 Plaintiff further represents and warrants that she is not currently aware of any: (a) unalleged
5 claims against the Released Parties in addition to, or different from, those which are finally and
6 forever and released against the Released Parties by this Settlement and the individual settlement;
7 or (b) unalleged facts or legal theories upon which any claims or causes of action could be
8 brought against the Released Parties, except such facts and theories as specifically alleged in the
9 matter of *Alicia Galindo v. Berro Management Company, Inc.* (LASC Case No. 22STCV25853)
10 currently pending in the Los Angeles County Superior Court. Plaintiff further represents that,
11 other than the pending action, she has no current intention of asserting nor will she assert any
12 other claims against the Released Parties in any judicial or administrative forum, including but
13 not limited to any class or representative claims. Plaintiff represents that she does not currently
14 know of or represent any persons who have expressed any interest in pursuing litigation or
15 seeking any recovery against the Released Parties, in addition to the Released Claims.
16 (Agreement, § 5.1.)

17 20. **WHEREAS**, this Court shall retain jurisdiction to enforce the terms of the
18 Settlement Agreement pursuant to California Code of Civil Procedure Section 664.6. (Agreement,
19 § 9.)

20 **NOTICE TO LWDA**

21 21. **WHEREAS**, on May 8, 2023, Plaintiff provided a copy of this Stipulation and the
22 Settlement Agreement to the LWDA as required by Labor Code Section 2699(l)(2), via the
23 LWDA's online portal. (Donnelly Decl., ¶ 15; Exh. 6.)

24 **COURT APPROVAL OF THE PROPOSED SETTLEMENT**

25 22. **WHEREAS**, Labor Code Section 2699(l)(2) requires that this Court review and
26 approve any settlement under PAGA.

27 23. **WHEREAS**, Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56 held that in
28 approving a proposed settlement under Labor Code Section 2699(l)(2) a trial court must ensure

1 that the settlement is “fair, reasonable, and adequate in view of PAGA’s purposes to remediate
2 present labor law violations, deter future ones, and to maximize enforcement of state labor laws,”
3 and should weighing factors such as “the strength of the plaintiff’s case, the risk, the stage of the
4 proceeding, the complexity and likely duration of further litigation, and the settlement amount[.]”
5 Id. at 75-77. Observing that “PAGA’s purpose” is to “protect the public interest”—especially the
6 allegedly Aggrieved Employees—the Court concluded the same principles that ensure fairness in
7 class action settlements serve the public interest in the PAGA context, including the factors relied
8 upon by California courts to evaluate class action settlements per Kullar v. Foot Locker Retail,
9 Inc. (2008) 168 Cal.App.4th 116.

10 24. **WHEREAS**, the Parties recognize that this Court may, pursuant to California
11 Labor Code Section 2699(e)(2), award a lesser amount than the maximum civil penalty amount
12 permitted under PAGA if, based on the facts and circumstances of the particular case, to do
13 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.

14 25. **WHEREAS**, the Parties recognize that the issues presented in the Action are
15 likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further
16 litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to
17 the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of
18 the outcome inherent in any litigation. (Donnelly Decl., ¶ 16-25.)

19 26. **WHEREAS**, the Parties further have accounted for the fact that whether a
20 settlement provides the same recovery as might be achieved at trial is not a proper indicator of
21 whether the settlement is fair, reasonable, and adequate. Wershba v Apple Computer, Inc. (2001)
22 91 Cal.App.4th 246, 250 (“even if the relief afforded by the proposed settlement is substantially
23 narrower than it would be if the suits were to be successfully litigated, this is no bar to a class
24 settlement because the public interest may indeed be served by a voluntary settlement in which
25 each side gives ground in the interest of avoiding litigation”); 7-Eleven Owners for Fair
26 Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135, 1150 (“The fact that a proposed
27 settlement may amount to only a fraction of the potential recovery does not, in and of itself, mean
28 that the proposed settlement is grossly inadequate and should be disapproved”); Lane v.

1 Facebook, Inc. (9th Cir. 2012) 696 F.3d 811, 819 ("[T]he question whether a settlement is
2 fundamentally fair . . . is different from the question whether the settlement is perfect in the
3 estimation of the reviewing court"); White v. Experian Information Solutions, Inc. (C.D. Cal.
4 2011) 803 F.Supp.2d 1086, 1098 (rejecting contention settlement was not fair and reasonable
5 even though it represented 99% discount off the maximum value of the claims).

6 27. **WHEREAS**, based on their own independent investigations and evaluations, the
7 Parties and their respective counsel are of the opinion that the settlement of the Released Claims
8 on the terms set forth in the Settlement Agreement are fair, reasonable, and adequate and in the
9 best interests of the Parties, the LWDA, and Aggrieved Employees in light of all known facts and
10 circumstances and the risks inherent in litigation. (Donnelly Decl., ¶¶ 23-25.)

11 **ATTORNEY'S FEES AND COSTS, AND PLAINTIFF'S ENHANCEMENT**

12 28. **WHEREAS**, PAGA provides a Plaintiff is entitled to recover reasonable
13 attorney's fees, expenses, and costs under Labor Code Section 2699(g)(l): "Any employee who
14 prevails in any action shall be entitled to an award of reasonable attorney's fees and costs,"

15 29. **WHEREAS**, Plaintiff represents that the Attorney's Fees Payment to Plaintiff's
16 counsel is fair and reasonable in light of both the monetary and non-monetary relief obtained
17 through the Settlement Agreement, and the amount of work and time expended by Plaintiff's
18 counsel in prosecuting this matter, and is reasonable under the common fund theory, as cross-
19 checked against Plaintiff's counsel's lodestar. (Donnelly Decl., ¶¶ 26-38.)

20 30. **WHEREAS**, Plaintiff's Counsel is permitted to recover their litigation costs and
21 expenses under Labor Code Section 2699(g)(l), the common fund doctrine, and the Settlement
22 Agreement, and Plaintiff's counsel's litigation costs and expenses are reasonable and were
23 incidental and necessary to the effective representation of the employees. (Donnelly Decl., ¶¶ 39-
24 40.)

25 31. **WHEREAS**, Defendant does not oppose the Plaintiff's Counsel Fees and Expense
26 Payment requested by Plaintiff's counsel.

27 32. **WHEREAS**, pursuant to the Settlement Agreement, Plaintiff seeks an incentive
28 award of \$1,500. This request is reasonable given the much broader release that Plaintiff is

1 agreeing to, as well as Plaintiff's efforts in this case and the risks she undertook on behalf of the
2 Aggrieved Employees. The incentive payment to Plaintiff is appropriate and justified as part of
3 the Settlement. Staton v. Boeing (9th Cir. 2003) 327 F.3d 938, 977 (collecting cases awarding
4 class representatives service and incentive payments ranging from \$2,000 to \$25,000).
5 (Donnelly Decl., ¶ 41; Declaration of Alicia Galindo, ¶¶ 2-9.)

6 **WHEREFORE**, in consideration of the terms and conditions set forth in the Settlement
7 Agreement, the Parties stipulate and agree, by and through their respective counsel of record, to
8 be bound to the terms and conditions set forth in the Settlement Agreement. The Parties further
9 jointly request that the Court enter its Order approving the Settlement Agreement, enter judgment
10 thereon, and retain jurisdiction to enforce the terms of the Settlement Agreement pursuant to
11 California Code of Civil Procedure Section 664.6.

12 **IT IS SO STIPULATED.**

13
14 Dated: 5/4, 2023

Law Offices of J. Kirk Donnelly, APC

15
16 By: J. Kirk Donnelly
17 J. Kirk Donnelly
Attorneys for Plaintiff ALICIA GALINDO

18
19 Dated: 5/8, 2023

Martin Law Firm, PC

20 By: /s/ David L. Martin
21 David L. Martin
22 Attorneys for Defendant BERRO
MANAGEMENT COMPANY, INC.

1 **[PROPOSED] ORDER AND JUDGMENT**

2 Under Labor Code section 2699(l)(2) of the Private Attorneys General Act of 2004
3 (“PAGA”), the Parties’ Stipulation for Approval of Settlement under PAGA came before this
4 Court.

5 Plaintiff’s Second Amended Complaint seeks civil penalties on behalf of the State of
6 California and similarly situated aggrieved employees (the “Aggrieved Employees”), as
7 authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate
8 statutes set forth in Plaintiff’s operative complaint and her letters to the Labor Workforce &
9 Development Agency (“LWDA”) dated February 7, 2022 and May 25, 2022 (the “PAGA
10 Notices”), on behalf of all individuals who were employed by Defendant Berro Management
11 Company, Inc. (“Berro”) in California as a non-exempt employee from February 7, 2021 to May
12 8, 2023 (the “Aggrieved Employees”).

13 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and
14 approve any settlement of any civil action filed pursuant to this part.” Labor Code section 2699(l)(2).
15 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement,
16 including the proposed PAGA penalties, under Labor Code section 2699(l)(2), having considered the
17 papers filed in support of the proposed settlement, and Good Cause appearing, HEREBY ORDERS AS
18 FOLLOWS:

- 19 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
20 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
21 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
22 terms, as fair, reasonable, and adequate;
23 3. The Court finds further that Plaintiff, acting on behalf of herself, the Aggrieved
24 Employees, and the State of California, by operation of this Order and Judgment hereby releases and
25 forever discharges Defendant and the Released Parties (as defined in the Settlement Agreement) from all
26 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
27 the PAGA Period facts stated in the Operative Complaint and the PAGA Notices;
28 4. The Court finds further that the foregoing release shall be binding on Plaintiff, the

1 Aggrieved Employees, and the State of California, and shall bar any claim under PAGA brought by any
2 person as to the Released Claims and Released Parties;

3 5. The Court finds further that Plaintiff shall release, relinquish, and discharge, and by
4 operation of this Order and Judgment shall have, fully, finally, and forever released, relinquished, and
5 discharged all of her individual (non-PAGA) claims as against all Released Parties, as set forth in the
6 Settlement Agreement;

7 6. The Parties are directed to comply with all terms of the Settlement Agreement, and
8 Defendant is directed to make all payments required by the Settlement Agreement;

9 7. Under the Settlement Agreement, Defendant agrees to pay One Hundred Twenty
10 Thousand Dollars and No Cents (\$120,000.00) (the "Gross Settlement Amount") within thirty (30) days
11 of the Settlement's Effective Date. The Gross Settlement Amount is inclusive of payments to the LWDA
12 and Aggrieved Employees, an enhancement award to Plaintiff, attorney's fees and costs, and
13 administration costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff
14 requests a representative enhancement award of \$1,500.00, and Plaintiff's Counsel requests an award of
15 attorney's fees of \$40,000.00 and reimbursement of actual litigation expenses of \$5,250.00. Defendant
16 does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and
17 adequate, and approves each of these payments, and directs the Settlement Administrator to make the
18 following payments from the Gross Settlement Amount:

19 a. \$40,000.00 in attorney's fees to the Law Offices of J. Kirk Donnelly, APC;
20 b. \$5,250.00 in litigation costs to the Law Offices of J. Kirk Donnelly, APC;
21 c. \$1,500.00 to Plaintiff Alicia Galindo as a representative enhancement for her services as
22 the named plaintiff in this matter, and in consideration of her full general release of claims and waiver of
23 Civil Code section 1542; and

24 d. \$5,000.00 in administration costs to Phoenix Settlement Administrators;

25 8. After deducting the foregoing payments, the estimated remainder of approximately
26 \$68,250.00 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the
27 NSA will then be distributed 75 percent (approximately \$51,187.50) to the LWDA, and the remaining 25
28 percent (approximately \$17,062.50) to the Aggrieved Employees on a pro rata basis, as set forth in the

1 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to
2 issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set
3 forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement
4 Agreement; and

5 9. Defendant and the Released Parties shall have no further liability for costs,
6 expenses, interests, attorneys' fees, or for any other charge, expense, or liability and shall be
7 released from all Claims as set forth in the PAGA Settlement Agreement and in this Order and
8 Judgment;

9 10. The Court orders, adjudges, and decrees that Plaintiff, the Aggrieved Employees,
10 the LWDA, and any employee or other person acting as a private attorney general on the
11 LWDA's behalf, have released and forever discharged Defendant and the Released Parties from
12 the Released PAGA Claims for the PAGA Period, and shall take nothing from Defendant and
13 the Released Parties except as expressly set forth in the Settlement Agreement;

14 11. Neither the Settlement Agreement nor any of the terms set forth therein are
15 admissions by Defendant or the Released Parties of liability on any of the allegations alleged in
16 this case, nor is this Judgment a finding of the validity of any allegations or of any wrongdoing
17 by Defendant or the Released Parties;

18 12. This document shall constitute a Judgment for purposes of California Rule of Court
19 3.769(h). Under Code of Civil Procedure section 664.6 and applicable law, the Court reserves exclusive
20 and continuing jurisdiction over the Action and the Parties for the purpose of supervising implementation,
21 enforcement, construction, administration, and interpretation of the Settlement Agreement and this
22 Judgment.

23 PURSUANT TO STIPULATION, IT IS SO ORDERED.

24
25 Dated: _____

26 _____
27 Judge of the Superior Court
28