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LAURA BREWER and TRAVIS PONS
on behalf of himself and all others similarly situated
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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SANTA BARBARA
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12 LAURA BREWER and TRAVIS PONS
individually and on behalf of all others similarly
13 situated,

14 Plaintiffs,

15 vs.

16 EL ENCANTO, INC and DOES 1 to 50,
inclusive,

17 Defendants.
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Case No.: 22CV00660

ASSIGNED FOR ALL PURPOSES TO:
Judge: Hon. Colleen K. Stern
Dept.: 5

**[PROPOSED] JUDGMENT AND ORDER
APPROVING SETTLEMENT OF CLAIMS
BROUGHT PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

1 Laura Brewer (“Brewer”) and Travis Pons’ (“Pons” and collectively “Plaintiffs”) unopposed
2 Motion for an Order: (1) granting approval, pursuant to California Labor Code § 2698 *et seq.*, of the
3 proposed settlement of claims set forth in the parties’ PAGA Settlement Agreement (“Settlement
4 Agreement”), (attached as Exhibit 1 to the Declaration of Anthony Draper filed concurrently
5 herewith in support of the Motion); (2) appointing Xpand Legal Consulting, LLC as the Settlement
6 Administrator and approving payment of its fees from the Gross Settlement Amount; (3) directing
7 disbursement of the Gross Settlement Amount pursuant to the terms of the Settlement Agreement;
8 and (4) requesting payment of attorneys’ fees and litigation costs from the Gross Settlement Amount
9 to Plaintiffs’ counsel came on for hearing before this Court in Department 5, the Honorable Colleen
10 K. Stern on _____2025 (“Motion”).

11 Having reviewed the Settlement Agreement and duly considered the parties’ papers and oral
12 argument, and good cause appearing,

13 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 14 1. The Court grants Plaintiffs’ Motion.
- 15 2. All terms used herein shall have the same meaning as defined in the Settlement
16 Agreement.
- 17 3. This Court has jurisdiction over the claims of the Aggrieved Employees and the State
18 of California asserted in this proceeding and over all parties to the Action.
- 19 4. The Court finds that the Settlement was entered into in good faith, that the Settlement
20 is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
21 requirements for approval of PAGA representative actions under California law. The Court finds that
22 the Gross Settlement Amount of \$280,000 represents a fair compromise of the claims alleged in the
23 Action, considering the maximum potential value of the claims asserted and the risks inherent in
24 further litigation.
- 25 5. The Court has considered the authorities and evidence presented by Plaintiffs and
26 based thereon hereby approves the following awards and deductions from the Gross Settlement
27 Amount:
 - 28 a. To Plaintiffs’ counsel, James Hawkins, APLC, an award of \$ 98,0000 in

attorney fees and \$15,320.32 in costs. The Court finds that these amounts are fair and reasonable and commensurate with applicable California law.

b. Appoint Xpand Legal Consulting, LLC the parties' proposed Settlement Administrator, and payment of \$5,000 to administer the Settlement through its conclusion, including disbursement of the Gross Settlement Amount and all tax reporting associated therewith.

5. The amount remaining of the Gross Settlement Amount following these deductions is the Net Settlement Amount of approximately \$161,679.68. The Net Settlement Amount shall be disbursed to the Labor and Workforce Development Agency and the Aggrieved Employees pursuant to the terms of the Settlement Agreement. Specifically, the Net Settlement Amount will be distributed 75% to the Labor and Workforce Development Agency and 25% to the Aggrieved Employees.

6. The Court hereby enters Final Judgment in accordance with the terms of the Settlement Agreement and this Judgment and Order. Accordingly, upon entry of this Order and Judgment, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

7. Upon complete funding of the Gross Settlement Amount, Plaintiff, the LWDA, all Aggrieved Employees and the State of California shall be deemed and hereby are deemed to have conclusively released and forever discharged the Released Parties from the Released Claims, as defined in the Settlement Agreement, and are hereby permanently barred and enjoined from the institution or prosecution of any and all Released Claims against the Released Parties.

8. After entry of this Order, pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction of the Action to construe, interpret, implement, and enforce the Settlement Agreement and this Order.

IT IS SO ORDERED

DATED:

THE HONORABLE COLLEEN K. STERN
JUDGE OF THE SUPERIOR COURT