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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

KAYLYN BUSH and MADELEINE
GUEVARA, on behalf of themselves, and all
aggrieved employees,

Plaintiffs,

v.

DUTCH BROS., LLC; and DOES 1 through
100, inclusive,

Defendants.

Case No: 22CV-01415

REPRESENTATIVE ACTION

*Assigned for all purposes to the
Hon. Brian McCabe, Dept. 8*

**[PROPOSED] ORDER GRANTING
MOTIONS FOR AN ORDER APPROVING
SETTLEMENT OF PAGA ACTION AND
DISMISSING ACTION WITH
PREJUDICE AND FOR AN ORDER
AWARDING ATTORNEYS' FEES,
COSTS, ENHANCEMENT PAYMENTS,
AND SETTLEMENT ADMINISTRATION
FEES**

Date: December 13, 2023

Time: 8:15 a.m.

Dept. 8

Complaint filed: May 19, 2022

Trial Date: TBD

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1 The Motions for an Order Approving Settlement of PAGA Action and Dismissing Action
2 with Prejudice, and for an Order Awarding Attorneys’ Fees and Costs, Enhancement Payments
3 and Settlement Administration Fees, filed by Kaylyn Bush and Madeleine Guevara (“Plaintiffs”)
4 came on for hearing regularly on December 13, 2023 in the above captioned Court, the Honorable
5 Brian McCabe presiding. All parties appeared by counsel of record. The above-captioned action
6 (“Action”) is a Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*,
7 (“PAGA”), representative action brought by Plaintiffs against Dutch Bros., LLC (“Defendant”).

8 Having fully considered the motion papers filed, the Declarations of Eric A. Grover,
9 Robert Spencer, Vincent Granberry, Kaylyn Bush, and Madeleine Guevara, the parties’ “Labor
10 Code Private Attorneys General Settlement Agreement” (“Settlement Agreement”), and the
11 arguments of counsel, and with GOOD CAUSE APPEARING, the Court hereby ORDERS,
12 ADJUDGES AND DECREES AS FOLLOWS:

13 1. This Court has jurisdiction over the subject matter of the Action and over the
14 Parties to the Action.

15 2. The settlement was entered into in good faith, the settlement is fair, reasonable and
16 adequate under the circumstances, and Plaintiffs, by and through their counsel, has satisfied the
17 standards and applicable requirements for approval of a settlement of a claim brought under
18 PAGA.

19 3. Plaintiffs have provided the Labor and Workforce Development Agency
20 (“LWDA”) with the required notice as to the terms of the settlement and the LWDA has not
21 objected to the terms of the settlement.

22 4. All capitalized terms used herein shall have the same meanings as given to them in
23 the Settlement Agreement.

24 5. The Court approves the Parties’ selection of Simpluris, Inc. (“Simpluris”) as the
25 Settlement Administrator for this action.

26 6. Defendant shall fund the \$1,950,000 Settlement Amount by making a payment to
27 Simpluris by the deadline set forth in the Settlement Agreement.
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1 7. Pursuant to the terms of the Settlement Agreement, Labor Code § 2699(g)(1), and
2 the authorities, evidence, and arguments set forth in Plaintiffs' Motion for an Order Awarding
3 Attorneys' Fees, Costs, Enhancement Payments, and Settlement Administration Fees, an award of
4 attorneys' fees of \$650,000 and costs in the amount of \$17,574.99 as final payment for and
5 complete satisfaction of any and all attorneys' fees and costs owed to Plaintiffs' Counsel is
6 hereby granted. The Court finds that Counsel's request falls within the range of reasonableness
7 and that the result achieved justifies the award. The payment of attorneys' fees and costs to
8 Plaintiffs' Counsel shall be made in accordance with the terms of the Settlement Agreement.

9 8. The Court hereby approves enhancement awards to Plaintiffs Bush and Guevara in
10 the amount of \$10,000 each. The payment of the enhancement awards to Plaintiffs shall be made
11 in accordance with the terms of the Settlement Agreement.

12 9. The Court approves the payment of up to \$17,500 from the Settlement Amount to
13 Simpluris for settlement administration services in this matter. If actual administrative costs are
14 less than the parties' estimation, the difference will be included in the Net Settlement Amount.
15 The payment of the settlement administration fees awarded to Simpluris shall be made in
16 accordance with the terms of the Settlement Agreement.

17 10. The Court approves the settlement of the California Labor Code §§ 2698, *et seq.*
18 claims alleged in the Action. In accordance with California Labor Code section 2699(i), 75% of
19 the final Net Settlement Amount (*i.e.*, the \$1,950,000.00 Settlement Amount minus the amounts
20 paid for attorneys' fees and costs, Plaintiffs' enhancement awards, and the Settlement
21 Administrator's fees) shall be paid to the LWDA in accordance with the terms of the Settlement
22 Agreement. The remaining 25% of the Net Settlement Amount shall be distributed to the PAGA
23 Group in accordance with the terms of the Settlement Agreement.

24 11. The Court approves the form of notice to members of the PAGA Group attached to
25 the Settlement Agreement as Exhibit A and directs the Parties to ensure that notice is distributed
26 to the members of the PAGA Group along with the settlement checks to be sent to each member
27 of the PAGA Group, as calculated in accordance with the terms of the Settlement Agreement.
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12. Each settlement check mailed to a member of the PAGA Group shall be valid for 180 days from the date of issuance in accordance with the Settlement Agreement. At the end of that 180-day period, the monies represented by any PAGA Group member's uncashed Individual Settlement Payment shall be remitted to the LWDA.

13. Upon entry of this Order, and upon all additional conditions being met by the Parties as outlined in the Settlement Agreement, this Action shall be dismissed with prejudice.

14. Neither the Settlement, nor any of the terms set forth in the Settlement Agreement, is an admission of liability by the Released Parties, nor is the Court's instant Order a finding as to the validity of any claims in the Litigation or of any wrongdoing by the Released Parties.

15. This Order is intended to be a final disposition of the Action in its entirety, and is intended to be immediately appealable.

16. This Court shall retain exclusive and continuing jurisdiction over the Action and the Parties for purposes of enforcing and interpreting this Order, the Settlement Agreement, and the settlement funding and distribution process.

IT IS SO ORDERED.

Dated: _____, 2023

HON. BRIAN MCCABE
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **October 27, 2023**, in the case *Bush, et al., v. Dutch Bros., LLC, et al.*, Merced Superior Court Case Number 22CV-01415, I served the foregoing document(s):

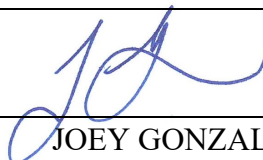
[PROPOSED] ORDER GRANTING MOTIONS FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 AND DISMISSING ACTION WITH PREJUDICE AND FOR AN ORDER AWARDING ATTORNEYS' FEES, COSTS, ENHANCEMENT PAYMENTS, AND SETTLEMENT ADMINISTRATION FEES

on the interested party(ies) below, using the following means:

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☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


JOEY GONZALEZ