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Attorneys for Plaintiff Nakeitha Kennedy, on behalf of herself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

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

NAKEITHA KENNEDY, on behalf of herself
and all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

NORTHRIDGE COOPERATIVE HOMES, a
California nonprofit corporation, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: 22CV014162

Assigned to Hon. Jenna Whitman, Dept. 25

**~~[AMENDED PROPOSED]~~ ORDER
APPROVING SETTLEMENT OF
CLAIMS BROUGHT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL
ACT OF 2004, AWARDING
ATTORNEYS’ FEES, COSTS, AND
REIMBURSEMENT OF SETTLEMENT
ADMINISTRATION EXPENSES, AND
DISMISSING ACTION WITHOUT
PREJUDICE**

Date: May 22, 2025

Time: 3:00 p.m.

Dept.: 25

Reservation ID: 206886742829

Complaint Filed: July 13, 2022

1 Plaintiff Nakeitha Kennedy's ("Plaintiff") Motion for an Order: (1) granting approval of
2 the proposed settlement of claims brought pursuant to the Private Attorneys General Act of 2004
3 (Cal. Labor Code § 2698 *et seq.*) ("PAGA") set forth in the Parties' Private Attorneys General Act
4 (Labor Code § 2698 *et seq.*) Settlement Agreement (the "Settlement" or "Settlement Agreement");
5 (2) appointing Phoenix Settlement Administrators ("Phoenix") as the Settlement Administrator
6 and approving payment of its fees not to exceed \$4,000 (projected to be \$3,250) from the PAGA
7 Gross Settlement Amount; (3) directing disbursement of the PAGA Gross Settlement Amount
8 pursuant to the terms of the Settlement Agreement; (4) directing payment of attorneys' fees from
9 the PAGA Gross Settlement Amount not to exceed one-third (33-1/3%) of the PAGA Gross
10 Settlement Amount (projected to be \$36,666.67) to Plaintiff's Counsel; (5) directing attorneys'
11 litigation costs from the PAGA Gross Settlement Amount not to exceed \$7,307.82; and (6)
12 dismissing this Action without prejudice, came on for hearing before this Court in Department 25,
13 the Honorable Jenna Whitman presiding, on May 22, 2025. Appearances were noted on the record.

14 Having reviewed the Settlement Agreement and duly considered the Parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement, which is attached to the Declaration of Daniel F. Gaines as **Exhibit C**.

19 2. This Court has jurisdiction over the claims of the Aggrieved Employees and the
20 State of California asserted in this proceeding and over all parties to the Action.

21 3. The Court finds that the Settlement was entered into in good faith, that the
22 Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and
23 applicable requirements for approval of PAGA representative actions under California law. The
24 Court finds that the PAGA Gross Settlement Amount of \$110,000 represents a fair compromise of
25 the claims alleged in the Action, considering the maximum potential value of the claims asserted
26 and the risks inherent in further litigation.

1 4. The Court has considered the authorities and evidence presented by Plaintiff and
2 based thereon hereby approves the following awards and deductions from the PAGA Gross
3 Settlement Amount:

4 a. To Plaintiff's Counsel, Gaines & Gaines, APLC, an award of one-third of
5 the PAGA Gross Settlement amount in attorneys' fees (projected to be \$36,666.67) and
6 \$7,307.82 in reimbursement of litigation costs. The Court finds that these amounts are fair
7 and reasonable and commensurate with applicable California law. 10% of Plaintiff's
8 Counsel's fees will be held back by the Settlement Administrator pending a final
9 accounting hearing, to be conducted once the check-cashing period has elapsed and the
10 Settlement Administrator has filed a declaration reporting on the distribution process.

11 b. To Phoenix Settlement Administrators, the settlement administrator, a
12 payment of \$3,250 to administer the Settlement through its conclusion, including
13 disbursement of the PAGA Gross Settlement Amount and all tax reporting associated
14 therewith.

15 5. The amount remaining of the PAGA Gross Settlement Amount following these
16 deductions is the Net Settlement Fund of approximately \$62,775.51. The Net Settlement Fund
17 shall be distributed 75% to the Labor and Workforce Development Agency and 25% to the
18 Aggrieved Employees.

19 6. The Court finds that the Settlement has been provided to the LWDA as required by
20 PAGA and Labor Code section 2699, subdivision (s)(2), in particular.

21 7. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement
22 based on the provisions and timelines set forth in the Settlement Agreement.

23 8. The Court retains jurisdiction to enforce the Settlement Agreement pursuant to
24 Code of Civil Procedure § 664.6 and as otherwise allowed by law.

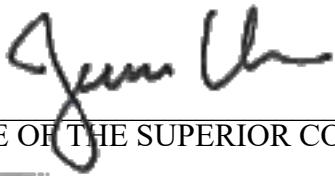
25 9. This Action is DISMISSED WITHOUT PREJUDICE.

1 10. A final accounting hearing is set for March 17, 2026 at
2 3:00 p.m. Plaintiff's Counsel shall file a declaration from the administrator regarding
3 the distribution process five (5) court days prior to the final accounting hearing.

4 11. At or after the final accounting hearing, and assuming proper compliance and
5 competition of the settlement terms, Plaintiff shall file a request to dismiss this Action with
6 prejudice.

7 **IT IS SO ORDERED.**

8 Dated: 05/22/2025
9



JUDGE OF THE SUPERIOR COURT
Jenna Whitman / Judge