

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26

Defendant.

Action Filed: Mar. 17, 2025

1. Except as otherwise specified herein, the Court adopts all defined terms set forth in the PAGA Settlement Agreement and Release (the “Settlement Agreement”).
2. The Settlement Agreement is fair, reasonable, and adequate in relation to PAGA’s purposes of remediating existing labor law violations, deterring future violations, and maximizing enforcement of California’s labor standards. The Court finds that the Settlement resolves a bona fide dispute and was reached as the result of arm’s-length negotiations.
3. The Court approves a non-reversionary Gross Settlement Amount of \$25,000.00, inclusive of attorneys’ fees, litigation costs, the service award, and settlement administration expenses.

- 1 4. The Court approves an award of attorneys' fees to Plaintiff's Counsel in the amount of
2 \$8,250.00.
- 3 5. The Court approves an award of litigation costs to Plaintiff's Counsel in the amount of
4 \$2,230.00.
- 5 6. The Court approves settlement administration costs of up to \$4,850.00, to be paid to ILYM
6 Group, Inc., which is appointed as the Settlement Administrator.
- 7 7. The Court approves a service award to Plaintiff Debra Schipani in the amount of
8 \$2,500.00, in recognition of her efforts on behalf of the State of California and the PAGA
9 Employees.
- 10 8. The Court approves distribution of the Net Settlement Amount, with \$4,660.50 to be paid
11 as civil penalties to the Labor and Workforce Development Agency and the remaining
12 \$2,509.50 to be distributed to the PAGA Employees as Individual PAGA Payments, on a
13 pro rata basis according to each PAGA Employee's proportionate share of pay periods
14 worked during the PAGA Period, as set forth in the Settlement Agreement.
- 15 9. This Order and the release set forth in the Settlement Agreement extinguish only the
16 representative PAGA claims for civil penalties asserted or that could have been asserted
17 based on the facts alleged in this action during the PAGA Period, and do not extinguish
18 any PAGA Employee's individual claims for damages under the Labor Code.
- 19 10. Funds represented by Individual PAGA Payment checks that are returned as undeliverable
20 after re-mailing, or that remain uncashed after 180 days, shall escheat to the California
21 State Controller's Office Unclaimed Property Fund in the name of the respective PAGA
22 Employee, as set forth in the Settlement Agreement.
- 23
24
25
26

1 11. This action is dismissed with prejudice, with each Party to bear its own costs and
2 attorneys' fees except as otherwise provided in the Settlement Agreement and this Order.

3 12. Without affecting the finality of this Order, the Court retains jurisdiction over the
4 Settlement Agreement, including its administration, interpretation, enforcement, and
5 consummation.

6 13. This Order disposes of all claims and prayers for relief in this action.
7

8 **IT IS SO ORDERED.**

9
10 SIGNED on this _____ day of _____, 2026.

11
12 _____
13 **JUDGE OF THE SUPERIOR COURT**
14
15
16
17
18
19
20
21
22
23
24
25
26