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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER

SARAH THURSTON, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

PLACE INDUSTRIES, INC. D.B.A.
DUTCH BROS COFFEE, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: S-CV-0048697

**[PROPOSED] ORDER GRANTING
MOTION FOR ORDER APPROVING
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND ENTERING
JUDGMENT**

Hearing Date: September 23, 2025
Hearing Time: 8:25 a.m.
Department: 42

Complaint Filed: July 1, 2022
Trial Date: None Set

[PROPOSED] ORDER

Having reviewed and considered Plaintiff SARAH THURSTON's Motion for Order Approving California Labor Code Private Attorneys General Act Settlement and Entering Judgement ("Motion") and good cause appearing for the same, it is hereby ORDERED, ADJUDGED, and DECREED:

1. The Court hereby approves the PAGA Settlement Agreement attached as **Exhibit 1** to the Declaration of Heather Davis In Support of Motion ("Settlement Agreement" or "Settlement"), as a fair, reasonable, and adequate resolution of the PAGA claims alleged in the Action.

2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein shall have the same meaning as defined in the Settlement Agreement except as otherwise set forth in this Order.

3. This Court has jurisdiction over the subject matter of this Action, and over all Parties to this Action, including Plaintiff SARAH THURSTON ("Plaintiff"), the State of California, the Labor and Workforce Development Agency ("LWDA") and all PAGA Members.

4. The PAGA Members included in the Settlement shall include "all current and former hourly, non-exempt employees of Defendant Place Industries, Inc. dba Dutch Bros. Coffee who worked in California at any time during the PAGA Period (*i.e.*, from July 4, 2021, to May 13, 2025)

5. The Court designates Phoenix Settlement Administrators ("Phoenix") as the third-party Settlement Administrator for mailing the PAGA Settlement Members' Notice of Representative Action Settlement, distribution of the Gross Settlement Amount, and other duties set forth in the Settlement.

6. Within 30 calendar days after the Court grants Approval of the PAGA Settlement, Defendant shall simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the

1 Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved
2 Employee Data only for purposes of this Settlement and for no other purpose, and restrict access
3 to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
4 Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to
5 provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. This is a
6 material term of the Settlement, and if Defendant fails to comply, Plaintiff shall have the right to
7 void the Settlement.

8 7. Defendant shall fully fund the Gross Settlement Amount (“GSA”) by transmitting
9 the funds to the Administrator no later than 21 business days after the Effective Date.

10 8. Following the funding of the GSA by Defendant, Phoenix shall distribute the GSA
11 as provided in the Settlement Agreement and as set forth below:

- 12 a. One Hundred Thirty Eight Thousand Two Hundred Fifty Dollars and Thirty-
13 Three Cents (\$138,250.00) shall be paid to Plaintiff’s Protection Law Group,
14 LLP, for attorneys’ fees.
- 15 b. Twenty Thousand Dollars and Zero Cents (\$20,000.00), shall be paid to
16 Plaintiff’s Counsel for litigation costs incurred in the Action.
- 17 c. Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) shall be
18 paid to Plaintiff SARAH THURSTON to compensate her for her services in
19 prosecuting the Action and performing work in support of the Action.
- 20 d. Six Thousand Dollars and Zero Cents (\$6,000.00) shall be paid to Phoenix for
21 administration expenses it incurred as the Settlement Administrator.
- 22 e. The Net Settlement Amount remaining after the deduction of these payments
23 Two Hundred Twenty-Three Thousand Two Hundred and Fifty Dollars and
24 Zero Cents (\$223,250.00), shall be distributed to the California Labor and
25 Workforce Development Agency (“LWDA”) and PAGA Members. 75% of the
26 Net Settlement Amount (\$167,437.50) shall be distributed to the LWDA. 25%
27 of the Net Settlement Amount (\$55,812.50) shall be distributed to the PAGA
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Members on a pro rata basis based on the number of Pay Periods worked by each PAGA Member during the PAGA Period. The Settlement Administrator shall mail each PAGA Member their share of the PAGA Payment along with the Notice of Representative Action Settlement attached as **Exhibit A** to the Settlement Agreement.

9. All checks sent to the PAGA Members shall remain valid and negotiable for 180 days from the date of their issuance to the PAGA Members. If a check remains uncashed after one hundred eighty (180) calendar days from the initial mailing, or if a check is returned to the Settlement Administrator as undeliverable during the one hundred eighty-day period, the Settlement Administrator shall take all reasonable efforts to identify the PAGA Member's correct address. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

10. Upon the Effective Date, as named by Plaintiff in the operative complaint, and the Released Parties, from any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and/or the PAGA Members had, or may claim to have, against Defendant and the Released Parties, arising out of the violations alleged in the Action, including, but not limited to, failure to pay minimum wages and overtime including working off the clock and reporting time, failure to provide meal breaks or meal period premiums, failure to provide rest breaks or rest period premiums, failure to timely pay final wages, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to reimburse business expenses, violations of California Business & Professions Code section 17200,

1 California Labor Code sections 201, 202, 203, 204, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558,
2 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699 *et seq.*, 2699.3, 2800,
3 2802, California Code of Civil Procedure, section 1021.5, California Code of Regulations, Title 8,
4 Section 11050, and the applicable Industrial Welfare Commission Orders. Following the funding
5 of the Gross Settlement Amount, all PAGA Members will release the Released Parties from
6 the Released Claims that accrued during the PAGA Period. PAGA Members cannot opt out of
7 or object to the Release. The State of California and the LWDA will also release Released Parties
8 from the Released Claims that accrued during the PAGA Period.

9 11. Upon the full funding of the Settlement, The State of California and all Aggrieved
10 Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective
11 former and present representatives, agents, attorneys, heirs, administrators, successors, and
12 assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably
13 could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or
14 the PAGA Notice, including, but not limited to, failure to pay minimum wages and overtime
15 including working off the clock and reporting time, failure to provide meal breaks or meal period
16 premiums, failure to provide rest breaks or rest period premiums, failure to timely pay final wages,
17 failure to timely pay wages during employment, failure to provide accurate wage statements,
18 failure to reimburse business expenses, violations of California Business & Professions Code
19 section 17200, California Labor Code sections 201, 202, 203, 204, 210, 225.5, 226, 226.3, 226.7,
20 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699 *et seq.*,
21 2699.3, 2800, 2802, California Code of Civil Procedure, section 1021.5, California Code of
22 Regulations, Title 8, Section 11050, and the applicable Industrial Welfare Commission Orders.

23 12. Plaintiff's General Release of Claims means that "[u]pon the Effective Date and
24 full funding of the Gross Settlement Amount, Plaintiff, for herself and her heirs, successors and
25 assigns, does hereby waive, release, acquit, and forever discharge the Released Parties, from any
26 and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature,
27 whether known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this
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1 Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims,
2 wrongful termination claims, discrimination claims, disability claims, benefit claims, public policy
3 claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims,
4 invasion privacy claims, defamation claims, fraud claims, *quantum meruit* claims, and any and all
5 claims arising under any federal, state or other governmental statute, law, regulation or ordinance,
6 including, but not limited to claims for violation of the Fair Labor Standards Act, the California
7 Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage
8 and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act
9 (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964,
10 the California Fair Employment and Housing Act, the California Family Rights Act, the Family
11 Medical Leave Act, California's Whistleblower Protection Act, and California Business &
12 Professions Code section 17200 *et seq.*, and any and all claims arising under any federal, state or
13 other governmental statute, law, regulation or ordinance, excluding only claims that, by law, may
14 not be privately released.
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16 13. The Court finds that Plaintiff gave notice to the LWDA and to Defendant of his
17 intention to pursue claims for civil penalties under PAGA arising out of the facts and legal theories
18 alleged in the Complaint, that the LWDA did not give notice that it intended to investigate these
19 claims within 65 days of receiving Plaintiff's notice, and that Plaintiff is therefore authorized to
20 pursue these claims on behalf of the LWDA. The Court further finds that Plaintiff gave notice of
21 this proposed settlement of those claims under PAGA to the LWDA in accordance with Labor
22 Code section 2699(s)(2), and that the LWDA has not expressed any objection to the proposed
23 settlement. Accordingly, this Judgment also bars the LWDA, or any other agency of the State of
24 California, or any person acting on its behalf, from collecting any penalties due to any of them, or
25 any unpaid wages due to PAGA Members, to the extent those penalties or unpaid wages arise out
26 of the Released Claims or the facts giving rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969,
27 985-986 (2009).
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1 14. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the
2 LWDA within ten (10) calendar days of entry of the Judgment.

3 15. After entry of the Judgment, the Superior Court will have continuing jurisdiction
4 over the Action and the Settlement solely for purposes of addressing: (i) the interpretation and
5 enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such
6 post-dismissal matters as may be appropriate under court rules or as set forth in this Settlement.

7 16. The Court sets a final accounting hearing for _____ at
8 _____ a.m. / p.m., in Department 40 to confirm full administration of the Settlement. Plaintiff's
9 Counsel shall submit a final accounting report no later than five (5) court days before the date of
10 the final accounting hearing.

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12 **IT IS SO ORDERED.**

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14 Date: _____

_____ SUPERIOR COURT JUDGE
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