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Attorneys for Plaintiff and the aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

JERRYAL CULLER, an individual, on behalf
of himself and others similarly situated,

PLAINTIFF,

v.

PLUMMERS, INC. DBA DANIA
FURNITURE; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

Case No. C22-01296

[Case Assigned for All Purposes to Hon.
Charles S. Treat in Dept. 12]

**[PROPOSED] ORDER GRANTING
APPROVAL OF REPRESENTATIVE
ACTION SETTLEMENT**

Date: TBD

Time: TBD

Dept.: 12

Complaint Filed: June 22, 2022

Trial Date: None Set

1 **[PROPOSED] ORDER**

2 The Motion for Approval of Representative Action Settlement (“Motion”) came before this
3 Court on _____, 2024, the Honorable Charles S. Treat, presiding. The Court,
4 having considered the papers submitted in support of the motion of the parties, **HEREBY**
5 **ORDERS THE FOLLOWING:**

6 Having considered Plaintiff’s Motion, and all legal authorities and documents submitted
7 in support thereof, including the PAGA Settlement Agreement (“Agreement”), attached to the
8 Declaration of Kelsey M. Szamet as Exhibit “1”, and good cause appearing, IT IS HEREBY
9 ORDERED that Plaintiff’s Motion is GRANTED, subject to the following findings and orders:

- 10 1. This Order hereby incorporates by reference the definitions of the Agreement as
11 though fully set forth herein, and all terms used herein shall have the same
12 meaning as set forth in the Agreement.
- 13 2. The Court finds the Settlement fair, reasonable and adequate.
- 14 3. The Court approves the Maximum Settlement Amount of \$105,000.00.
- 15 4. The Court has considered the Settlement, and the monetary allocations provided
16 thereby, and finds that they are fair, reasonable, and adequate. The Court hereby
17 directs the Administrator to administer the Settlement and to make the payments
18 as provided for by, and consistent with, this Order and the Agreement.
- 19 5. The Court appoints Phoenix Class Action Administration Solutions as the
20 Administrator of this Settlement.
- 21 6. The Court approves the Net Settlement Amount in the amount of \$45,555.94.
- 22 7. The Court approves 75% of the Net Settlement Amount being allocated to the
23 LWDA in the amount of \$34,166.96 as its LWDA PAGA Payment. This amount
24 shall be paid from the Maximum Settlement Amount and shall be disbursed in
25 accordance with this Order and the Agreement
- 26 8. The Court directs that the remaining 25% of the Net Settlement Amount, in the
27 amount of \$11,388.99 shall be allocated to the PAGA Employees as their
28 Individual PAGA Payments. This amount shall be paid from the Maximum

1 Settlement Amount and shall be disbursed in accordance with this Order and the
2 Agreement.

3 9. The Court approves PAGA Counsel's request for a PAGA Counsel Litigation
4 Expenses Payment in the amount of \$16,944.06 and a PAGA Counsel Fees
5 Payment in the amount of \$35,000.00. These amounts shall be paid from the
6 Maximum Settlement Amount and shall be disbursed in accordance with this
7 Order and the Agreement.

8 10. The Court approves the Administrator Expenses Payment of \$2,500.00 to the
9 Administrator. This amount shall be paid from the Maximum Settlement Amount
10 and shall be disbursed in accordance with this Order and the Agreement.

11 11. The Court approves the Enhancement Award for Plaintiff, in the amount of
12 \$5,000.00, to Plaintiff JERRYAL CULLER. This amount shall be paid from the
13 Maximum Settlement Amount and shall be disbursed in accordance with this
14 Order and the Agreement.

15 12. PAGA Employees shall not have the right to opt out of or object to the Settlement.
16 Upon the entry of this Order and Judgment, Plaintiff, the State of California with
17 respect to employment of PAGA Employees, and all PAGA Employees do and
18 shall be deemed to have fully, finally, and forever released, settled, compromised,
19 relinquished, and discharged any and all of the Released Parties from each and
20 every claim contained in the Released PAGA Claims as described in the
21 Agreement.

22 13. The Agreement and this Settlement are not an admission by Defendant, nor are
23 this Order and the Judgment a finding, of the validity of any claims in the Action
24 or of any wrongdoing by Defendant. Neither this Order, the Judgment, the
25 Agreement, nor any document referred to herein, nor any action taken to carry out
26 the Agreement is, may be construed as, or may be used as an admission by or
27 against Defendant of any fault, wrongdoing or liability whatsoever.
28

14. Pursuant to C.C.P §664.6, the Court shall have and retain continuing jurisdiction over this action and the Parties and the PAGA Employees including after the entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the Agreement and this Order.

DATED: _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On September 4, 2024, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

LITTLER MENDELSON

Lisa Lin Garcia
llgarcia@littler.com
Emily Mertes
emertes@littler.com
Tiana R. Harding
tharding@littler.com
Jeff Pilchard
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101 Second Street, Suite 1000
San Francisco, CA 94015

ABRAMSON LABOR GROUP

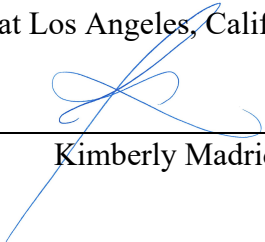
William Zev Abramson
wza@abramsonlabor.com
11846 Ventura Blvd., Suite 100
Studio City, CA 91604

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing (“EF”) System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 4, 2024, at Los Angeles, California.



Kimberly Madrid