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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER

STEPHANIE KARABINUS, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

CIRCLE PIZZA, LLC, a Delaware
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: S-CV-0048669

**[PROPOSED] ORDER APPROVING
SETTLEMENT AND JUDGMENT THEREON**

Date: December 5, 2023
Time: 8:25 a.m.
Dept: 42

Complaint Filed: June 27, 2022
Trial Date: None

1 The motion of Stephanie Karabinus for an order approving the settlement of the above-
2 captioned action and entering judgment thereon (“Motion”) having come before the Court, and
3 the Court being duly apprised of the premises, good cause appearing,

4 IT IS HEREBY ORDERED that the Motion shall be and is granted and the settlement of
5 this action is hereby approved.

6 IT IS FURTHER ORDERED as follows:

7 1. All terms used for purposes of this Order and Judgment, not otherwise defined,
8 shall have the same meaning as given in the Joint Stipulation of Settlement and Release Under
9 the Private Attorneys General Act (“Agreement” or “Settlement”) attached as Exhibit 2 to the
10 Declaration of Kristen M. Agnew filed in support of the Motion.

11 2. Pursuant to the PAGA, Labor Code sections 2699(1)(2) and (1)(4), the Labor and
12 Workforce Development Agency (“LWDA”) has been given notice of the settlement. Pursuant to
13 the PAGA, on the date Plaintiff filed the Motion seeking approval of the settlement with the
14 Court, Plaintiff submitted to the LWDA a notice of the settlement enclosing a copy of the
15 Settlement Agreement. The Court finds and determines that Plaintiff’s notice of the settlement
16 complied with the statutory requirements of the PAGA.

17 3. The Court confirms approval of the Settlement as to the following group of
18 individuals, collectively referred to as the “Aggrieved Employees”: all current and former
19 California non-exempt employees who worked at least one pay period for Circle Pizza in
20 California at any time during June 13, 2021, to June 29, 2023 (“PAGA Period”).

21 4. This Court has jurisdiction over the subject matter of this litigation, over all
22 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
23 under the settlement.

24 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and
25 adequate. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

26 6. The Court finds that each Aggrieved Employee, in accordance with the
27 Settlement, Plaintiff and all Aggrieved Employees, hereby do and shall be deemed to have fully
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1 and finally released and discharged the Released Parties from all Released Claims that that arose
2 during the PAGA Period, including any related claims for attorneys' fees, costs, or interest
3 resulting therefrom. The Released Claims are limited to

4 all claims for civil PAGA penalties predicated on Labor Code
5 sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194,
6 1197, 1197.1, including but not limited to costs and attorneys' fees
7 related thereto, that were alleged in the operative First Amended
Complaint filed in the Action and accrued during the PAGA
Period.

8 The Agreement neither releases the Released Parties from liability, if any, to Aggrieved Employees
9 for violations of any predicate statutes other than PAGA, nor effects a waiver of claims by
10 Aggrieved Employees against the Released Parties for any individual wage and hour claims.

11 7. The Court finds that the Gross Settlement Amount, PAGA Penalties Fund, and the
12 methodology used to calculate and pay each Individual Settlement Payment, in accordance with
13 the Settlement, are fair and reasonable.

14 8. Phoenix Settlement Administrators is approved to serve as the Settlement
15 Administrator.

16 9. The Court authorizes the Settlement Administrator to calculate and pay the
17 Individual Settlement Payments, in accordance with the terms of the Settlement.

18 10. The Court awards the Settlement Administrator in this Action its fees and costs in
19 the amount of \$10,500.00, in accordance with the terms of the Settlement Agreement.

20 11. The Court awards Plaintiff a Release Payment in the amount of \$10,000. In
21 exchange, Plaintiff has agreed to a general release of all claims that he might have against
22 Defendant, including a Civil Code section 1542 release.

23 12. The Court awards to Plaintiff's counsel in this Action its fees of \$116,666.66 and
24 actual costs of \$7,590.80, in accordance with the terms of the Settlement Agreement.

25 13. The Court approves the PAGA Penalties Fund of \$205,242.54. Seventy-five
26 percent (75%) of the PAGA Penalties Fund will be paid to the State of California Labor and
27 Workforce Development Agency ("LWDA Payment"), and the remaining twenty-five percent
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(25%) of the PAGA Penalties Fund shall be distributed to the Aggrieved Employees in accordance with the terms of the Settlement.

14. Checks for Individual Settlement Payments sent to Aggrieved Employees shall be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for Individual Settlement Payments uncashed after one hundred eighty (180) days will be disbursed to the *cy pres* recipient legal Aid at Work, a 501(c)(3) non-profit organization.

15. The Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, interpreting, and enforcing this Judgment and Order, as well as the settlement.

16. Nothing in this Order and Judgment or the settlement shall be construed as an admission or concession by any party. The settlement and this resulting Judgment and Order simply represent a compromise of disputed allegations.

17. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10) days of the date of this Order.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 12/20/2023



/s/ Hon. Trisha Hirashima
HON. TRISHA HIRASHIMA
SUPERIOR COURT OF CALIFORNIA