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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

13 KATHERINE ANNA CHEN, on behalf of the
general public as private attorney general,

14 Plaintiff,

15 v.
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17 COMPASS GROUP, USA, INC.; MORRISON
MANAGEMENT SPECIALISTS, INC.;
18 MORRISON HEALTHCARE, INC.; and
DOES 1-50, inclusive,
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20 Defendants.
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CASE NO.: 22STCV30416

DEPT.: 24

[Assigned for All Purposes to:
The Hon. Kristin S. Escalante]

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

Date: November 6, 2024

Time: 8:30 a.m.

Dept.: 24

RESERVATION ID: 067251110242

[PROPOSED] ORDER

This matter came on for hearing on November 6, 2024 at 8:30 a.m. in Department 24 of the above-entitled Court, the Honorable Kristin S. Escalante presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiff's Notice of Unopposed Motion and Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's Unopposed Motion is GRANTED.

The Court having reviewed the Joint Stipulation of PAGA Settlement and Release of PAGA Action ("Settlement" or "Settlement Agreement") hereby ORDERS AND ADJUDGES:

1. The Court, for purposes of this Order, refers to all defined terms as set forth in the Settlement Agreement.

2. The Court finds the Settlement was entered into in good faith, that the settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law. The Settlement is hereby accepted and approved.

3. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

4. The Settlement is not an admission by Defendants nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

5. The Court hereby confirms James Hawkins, Gregory Mauro, Michael Calvo, Lauren Falk, and Ava Issary as PAGA Counsel.

6. The Court appoints Apex Class Action Administrators as the Settlement Administrator to administer the Settlement pursuant to the terms of the Settlement Agreement.

7. Defendants shall pay the Gross Settlement Amount of \$1,476,075.00 according to the terms of the Settlement Agreement.

1 8. The Net Settlement Amount means the Gross Settlement Amount (\$1,476,075.00)
2 minus the following: (a) Attorneys' Fees to Plaintiff's Counsel in the amount of \$516,626.25; (b)
3 \$18,390.88 allocated to litigation costs; (c) \$20,000.00 allocated to Plaintiff as an Enhancement
4 Award; and (d) up to \$18,957.00 allocated to Settlement Administrator Costs.

5 (a) The Court approves payment to Plaintiff's counsel of Attorneys' Fees in the
6 amount of \$516,626.25 to be paid from the Gross Settlement Amount

7 (b) The Court approves payment to Plaintiff's counsel of actual litigation costs in the
8 amount of \$18,390.88 to be paid from the Gross Settlement Amount.

9 (c) The Court approves payment to the Settlement Administrator for its reasonable
10 costs and fees to administer the Settlement, up to \$18,957.00 to be paid from the
11 Gross Settlement Amount.

12 (d) The Court approves payment of \$20,000.00 as an Enhancement Award to be paid
13 to Plaintiff for Plaintiff's service as a PAGA Representative.

14 (e) Any difference from these amounts will be added to the Net Settlement Amount.

15 9. In accordance with Labor Code § 2699(d), of the Net Settlement Amount
16 (\$902,100.87), 75% (\$676,275.65) is allocated to the LWDA, and the remaining 25%
17 (\$225,825.22) is allocated to the Aggrieved Employees on a pro-rata basis.

18 10. The "PAGA Period" means the time period of July 12, 2021, through September
19 30, 2024.

20 11. The Court directs Defendants to deposit the Gross Settlement Amount with the
21 Settlement Administrator within 5 days of the Effective Date.

22 12. The amount of each Aggrieved Employee's individual settlement payment will be
23 calculated as follows: Twenty-five (25%) of the Net Settlement Amount shall be distributed to
24 the Aggrieved Employees on a pro-rata basis, based on their respective number of pay periods
25 worked for Defendants during the PAGA Period.

26 13. By operation of this Order, Plaintiff shall fully, finally, and forever release and
27 discharge Defendants and the Released Parties from any and all of Plaintiff's released claims
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1 and shall be forever barred from pursuing such released claims against Defendants and the
2 Released Parties.

3 14. By operation of this Order, the State of California (including the LWDA) and
4 the Aggrieved Employees (including Plaintiff) shall for the PAGA Period fully, finally and
5 forever release and discharge Defendants and the Released Parties from any and all PAGA
6 Released Claims, as defined in the Settlement Agreement, and shall be forever barred from
7 pursuing such PAGA Released Claims against Defendants and the Released Parties.

8 15. The Court directs the Parties and the Settlement Administrator to carry out the
9 terms of the Settlement Agreement. This includes that each Aggrieved Employee will be issued
10 one check for his or her Individual Settlement Payment. Settlement Group Members shall have
11 one hundred eighty days (180) to cash their checks. Any funds associated with uncashed checks
12 after one hundred eighty (180) days will be sent to the Controller of the State of California to be
13 held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the
14 benefit of those Settlement Group Members whose checks were voided.

15 16. The Court approves of the proposed letter attached to the Settlement Agreement
16 as **Exhibit A** to be sent to Aggrieved Employees along with their respective settlement check.

17 17. Under California Code of Civil Procedure section 664.6, the Court retains
18 jurisdiction over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the
19 terms and intent of the Settlement and this Order.

20 18. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven
21 (7) days of the entry of the Order.

22 19. The above-referenced action and all claims asserted by Plaintiff individually and
23 in a representative capacity are hereby dismissed with prejudice.

24 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
25 **ENTERED ACCORDINGLY.**

26 DATED:_____

27 _____
28 THE HONORABLE KRISTIN S. ESCALANTE
JUDGE OF THE SUPERIOR COURT