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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA CLARA**

JAMES GUIFFRE, as an individual and on  
behalf of all others similarly situated,

Plaintiffs,

vs.

BI-RITE RESTAURANT SUPPLY CO., INC., a  
California corporation; and DOES 1 through 50,  
inclusive,

Defendant.

Case No. 22CV402169

[Assigned for all purposes to the Hon. Charles F.  
Adams in Department 7]

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION TO APPROVE THE  
PARTIES' SETTLEMENT AGREEMENT  
PURSUANT TO THE LABOR CODE  
PRIVATE ATTORNEYS GENERAL ACT  
OF 2004 AND ENTERING JUDGMENT  
THERON**

Date: April 17, 2025  
Time: 1:30 pm  
Dept.: 7

1 **[PROPOSED] ORDER**

2 Plaintiff James Guiffre's Motion to Approve the Private Attorney General Act Settlement  
3 Agreement and Release ("Settlement" or "Settlement Agreement") came on regularly for hearing  
4 on April 17, 2025. Appearances for the Plaintiff and Defendant BI-RITE RESTAURANT  
5 SUPPLY CO., INC. ("Defendant") (Plaintiff and Defendant collectively, the "Parties") were  
6 noted on the record.  
7

8 The Court has considered the Motion, the Settlement Agreement submitted herewith, all  
9 other papers filed in this action, and any oral argument thereon.

10 NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

11 1. Pursuant to Labor Code § 2699(l)(2), the Court approves the Settlement  
12 Agreement executed by Plaintiff and Defendant and filed with this Court, which is incorporated  
13 herein by this reference as though set forth in full, including the settlement administration and  
14 release of claims. All defined terms contained herein shall have the same meanings as set forth in  
15 the Settlement Agreement.  
16

17 2. The Court finds that the Labor & Workforce Development Agency ("LWDA")  
18 has been given timely and proper notice of the Settlement Agreement pursuant to the Labor Code  
19 Private Attorney General Act ("PAGA").  
20

21 3. The Parties are hereby ordered to carry out the terms of the Settlement  
22 Agreement. Defendant is hereby ordered to fund the Maximum Settlement Amount of  
23 \$100,000.00 the day after the Effective Date.  
24

25 4. Pursuant to the terms of the Settlement Agreement and Labor Code § 2699(i), the  
26 Maximum Settlement Amount of \$100,000.00 shall be distributed as follows:

- 27 • \$5,000.00 to Plaintiff James Guiffre for acting as a named plaintiff and in  
28 exchange for a general release and waiver of Civil Code § 1542;

- \$33,333.33 to Plaintiff's Counsel as attorneys' fees;
- \$17,351.08 to Plaintiff's Counsel as costs;
- \$2,250.00 to Phoenix Settlement Administrator as the Settlement Administrator, who is hereby ordered to administer the Settlement;
- The remainder, or the Net PAGA Settlement Amount, after the above deductions shall be distributed 75% (\$31,549.19) to the Labor & Workforce Development Agency and 25% (\$10,516.40) to the Aggrieved Employees based on the formula set forth in the Settlement Agreement.

5. JUDGMENT IS ENTERED thereon pursuant to the terms of the Settlement Agreement. Other than as expressly provided in the Settlement Agreement, both Parties shall bear their own costs and fees.

6. Pursuant to Code of Civil Procedure § 664.6, this Court shall have and retain continuing jurisdiction over this action to enforce the terms of the Parties' Settlement Agreement and sets a Compliance Hearing for \_\_\_\_\_, 2026 at 1:30 p.m. in Department 7.

7. Pursuant to Labor Code § 2699(1)(3), Plaintiff shall submit a copy of this Order and Judgment to the LWDA within 10 days of entry of this Order and Judgment.

**IT IS SO ORDERED AND ADJUDGED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
Honorable Charles F. Adams  
Judge of the Superior Court