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

RUBI VALDEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

KOHL'S, INC. (F/K/A KOHL'S
DEPARTMENT STORES, INC.); and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 22STCV32401

[Assigned for all purposes to the Hon. David S.
Cunningham III, Department SS11]

[PROPOSED] JUDGMENT AND ORDER
GRANTING MOTION TO APPROVE
SETTLEMENT AGREEMENT PURSUANT
TO THE PRIVATE ATTORNEYS GENERAL
ACT

Date: September 25, 2025
Time: 11:00 a.m.
Dept.: 11

Complaint Filed: October 4, 2022
Trial Date: None

1 **[PROPOSED] ORDER**

2 On September 25, 2025, a hearing was held on Plaintiff Rubi Valdez's ("Plaintiff") Motion
3 to Approve Settlement Agreement Pursuant to the Private Attorneys General Act, Labor Code
4 section 2698, *et seq.* (the "Motion"). The Court has considered the Joint Stipulation of Settlement
5 and Release under the Private Attorneys General Act ("Agreement" or "Settlement Agreement")
6 and all other papers filed in this action.

7 **NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS**
8 **FOLLOWS:**

9 1. Pursuant to California Labor Code section 2699(l), Plaintiff's Motion is
10 **GRANTED.** The Court finds that the Settlement is in all respects adequate considering the
11 purposes and provisions of the California Labor Code Private Attorneys General Act, California
12 Labor Code section 2698, *et seq.* The Court finds that the Settlement has been reached as a result of
13 informed and non-collusive arm's-length negotiations. The Court further finds that Plaintiff and
14 Defendant Kohl's, Inc. (f/k/a/ Kohl's Department Stores, Inc.) (collectively, the "Parties") were able
15 to reasonably evaluate their respective positions. The Court has reviewed the monetary recovery
16 being provided by the Settlement and recognizes the value accorded to the State of California and
17 aggrieved employees.

18 2. The Gross Settlement Amount of Two Hundred Eighty-Nine Thousand Dollars
19 (\$289,000.00) shall be distributed as follows:

20 a. One Hundred Fifty-Nine Thousand Three Hundred Eighty-Five Dollars and
21 Sixty-Nine Cents (\$159,385.69) shall be distributed to the LWDA and Aggrieved Employees.
22 Seventy-five percent of this amount (\$119,539.27) will be paid to the LWDA for PAGA penalties
23 ("LWDA PAGA Payment"). The remaining twenty-five percent (\$39,846.42) shall be allocated to
24 the Individual PAGA Payments and paid to Aggrieved Employees, as provided in the Settlement
25 Agreement.

26 b. Ninety-Six Thousand Three Hundred Thirty-Three Dollars and Thirty-Three
27 Cents (\$96,333.33), to PAGA Counsel as the PAGA Counsel Fees Payment;

28 c. Thirteen Thousand Two Hundred Eighty Dollars and Ninety-Eight Cents

1 (\$13,280.98) to PAGA Counsel as the PAGA Litigation Expenses Payment;

2 d. Five Thousand Dollars (\$5,000.00) to Plaintiff as a PAGA Representative
3 Service Payment; and

4 e. Eighteen Thousand Dollars (\$18,000.00) to the Settlement Administrator as
5 Settlement Administration Costs.

6 3. Upon the payment of the Gross Settlement Amount, Plaintiff and all Aggrieved
7 Employees are deemed to release, on behalf of themselves and their respective former and present
8 representatives, agents, attorneys, heirs administrators, successors, and assigns, the Released Parties
9 from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
10 on the facts stated in the Operative Complaint and/or September 29, 2022 PAGA Notice, including
11 Labor Code sections 201, 202, 203, 204, 226, 246, 2698-2699 and all applicable California
12 regulations and IWC Wage Orders, that accrued at any time during the period of September 29,
13 2021, to April 4, 2023.

14 4. The Parties are ordered to carry out the terms of the settlement in accordance with
15 the terms of the Settlement Agreement.

16 5. Judgment is hereby entered in accordance with this Order and the terms of the
17 Settlement. Plaintiff shall take from her complaint only the relief set forth in the Settlement
18 Agreement and this Order and Judgment. Without affecting the finality of the Settlement or this
19 Judgment in any way, the Court shall retain jurisdiction over the Parties for purposes of enforcing
20 and interpreting the Settlement, this Order, and this Judgment.

21 6. The Settlement does not constitute an admission by Defendant of liability to Plaintiff
22 or any Aggrieved Employee, nor does this Order constitute a finding by the Court of the validity of
23 any of the claims alleged in this Action, or any liability of Defendant or any of the Released
24 Parties.

25 **IT IS SO ORDERED.**

26 DATED:

27 _____
HON. DAVID S. CUNNINGHAM III
28 SUPERIOR COURT OF CALIFORNIA