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**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

SAFAA AL AZZAWI, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

C-STORE SERVICES, INC., a California
corporation; and DOES 1 to 100, inclusive

Defendants.

Case No.: CIVSB2228712

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION TO APPROVE
SETTLEMENT AGREEMENT PURSUANT
TO THE PRIVATE ATTORNEYS GENERAL
ACT**

Date: July 7, 2025

Time: 9:00 a.m.

Dept.: S36

Complaint Filed: December 21, 2022

Trial Date: None

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 07 2025


BY: Kristen Collier Kosmatka, Deputy

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1 **[PROPOSED] ORDER**

2 On May 16, 2025, Plaintiffs Safaa Al Azzawi, Justin Johnson, Teresa Bustos, and Ruben
3 Rosas (collectively, "Plaintiffs") filed a Motion to Approve Settlement Agreement Pursuant to
4 the Private Attorneys General Act, Labor Code section 2698, *et seq.* (the "Motion"). A hearing
5 was held on the Motion, on July 7, 2025.

6 The Court has considered the Joint Stipulation of Settlement and Release under the
7 Private Attorneys General Act ("Agreement" or "Settlement Agreement") and all other papers
8 filed in this action.

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

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

19 2. Pursuant to Labor Code section 2699(i), the Gross Settlement Amount of One
20 Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "Gross Settlement Amount").
21 shall be distributed as follows:

22 a. Seventy-Five percent of the Net Settlement Amount, totaling Six Hundred
23 Eighty Thousand Five Hundred Thirty Dollars and Sixty Cents (\$680,530.60), to the LWDA for
24 PAGA penalties.

25 b. Twenty-Five percent of the Net Settlement Amount, totaling Two
26 Hundred Twenty-Six Thousand Eight Hundred Forty-Three Dollars and Fifty-Three Cents
27 (\$226,843.53), to PAGA Members.

1 c. Five Hundred Thousand Dollars (\$500,000.00), to PAGA Counsel as
2 Attorneys' Fees;

3 c. Thirty-One Thousand Six Hundred Twenty-Five Dollars And Eighty-
4 Seven Cents (\$31,625.87) to PAGA Counsel for reimbursement of actual litigation costs;

5 e. Ten Thousand Dollars (\$10,000.00) to each Plaintiff as a Service Award
6 (collectively, \$40,000.00); and

7 f. Twenty-One Thousand Dollars (\$21,000.00) to the Settlement
8 Administrator as Settlement Administration Costs.

9 3. Upon the payment of the Gross Settlement Amount by Defendants, Plaintiffs and
10 all PAGA Members will release Defendants and the Released Parties from all claims alleged in
11 the Operative Complaint and for penalties under the California Private Attorneys' General Act,
12 including costs and attorneys' fees related thereto, predicated upon the claims and theories set
13 forth in the Operative Complaint, and included but not limited to violation of Labor Code
14 sections 96, 98.6, 200, 201, 202, 203, 204, 204.1, 205, 205.5, 210, 212, 213, 216, 218, 218.6,
15 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 558.1, 1102.5,
16 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2802, and 2810.5,
17 that accrued during the PAGA Period.

18 4. The Settlement is not intended to release does not extend to violations of any
19 predicate statutes other than PAGA. The Settlement also does not affect a waiver of claims by
20 PAGA Members against the Released Parties for any individual wage and hour claims.

21 5. The Parties are ordered to carry out the terms of the settlement in accordance with
22 the terms of the Settlement Agreement.

23 6. Judgment is hereby entered in accordance with this Order and the terms of the
24 Settlement. Plaintiffs shall take from their complaint only the relief set forth in the Settlement
25 Agreement and this Order and Judgment. Without affecting the finality of the Settlement or this
26 Judgment in any way, the Court shall retain jurisdiction over the Parties for purposes of
27 enforcing and interpreting the Settlement, this Order, and this Judgment.

1 7. The Settlement does not constitute an admission by Defendants of liability to
2 Plaintiffs or any PAGA Member, nor does this Order constitute a finding by the Court of the
3 validity of any of the claims alleged in this Action, or any liability of Defendants or any of the
4 Released Parties.

5
6 **IT IS SO ORDERED.**

7
8 DATED:

7/7/25


HON. JOSEPH B. WIDMAN
SUPERIOR COURT OF CALIFORNIA