

~~PROPOSED~~ ORDER

Plaintiff ANGELICA LOPEZ's ("Plaintiff") Motion to Approve the Private Attorney General Act Amended Settlement Agreement and Release ("Settlement" or "Settlement Agreement") came on regularly for hearing on December 12, 2024. Appearances for the Plaintiff and Defendant PILOT TRAVEL CENTERS L.L.C. ("Defendant") (Plaintiff and Defendant collectively, the "Parties") were noted on the record.

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

NOW THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. This Order incorporates the Settlement Agreement agreed to between Plaintiff, on behalf of herself and the State of California, on the one hand, and Defendants on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. The Court has considered the nature of the claims, the amount paid in settlement, which is \$195,000 ("Gross Settlement Fund"), the allocation of settlement proceeds among the aggrieved employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

3. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted to the Labor and Workforce Development Agency fully and adequately complied with the notice requirements of California Labor Code § 2699.

1 4. Upon the Effective Date, the Plaintiff and the PAGA Employees shall be
2 bound by the releases set forth in the Settlement Agreement. Specifically, by operation of
3 this Judgment, Plaintiff, on behalf of herself, the State of California, and all PAGA Employees,
4 release the Released Parties from the Released Claims, further defined below, during the
5 Settlement Period. PAGA Employees may discover facts in addition to those they now know or
6 believe to be true with respect to the subject matter of the Released Claims, but upon the Effective
7 Date, PAGA Employees shall be deemed to have, and by operation of the Settlement Approval
8 order shall have, fully, finally, and forever settled and released any and all of the Released Claims,
9 without regard to the subsequent discovery or existence of such different or additional facts. For
10 that reason PAGA Employees cannot sue or otherwise make a claim against any of the Released
11 Parties that seeks recovery for any of the Released Claims. Released Claims are defined as “a(a)
12 all claims for civil penalties under PAGA that were actually alleged or that could have been
13 alleged based on the facts alleged in the Complaint in the Action filed by Plaintiff, on behalf of
14 the State of California, herself and the PAGA Employees, including but not limited to: (a)
15 penalties pursuant to Labor Code sections 201, 202, 203, 226, 226.7, and 512, and applicable
16 wage order as it relates to the claims raised Plaintiff’s PAGA lawsuit; (b) claims for the attorney’s
17 fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees;
18 (c) any other remedies, penalties, or interest based on the facts alleged in the PAGA Complaint;
19 and (d) all claims that Plaintiff and/or the PAGA Employees may have against the Released
20 Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs to
21 Plaintiff’s Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and
22 allocation of PAGA Representative Payment pursuant to this Settlement Agreement. The release
23 of the Released Claims shall be effective as to the defined “Settlement Period”, which is the
24 period from September 23, 2022 through August 14, 2024.

25 5. Neither the Settlement nor any of the terms set forth in the Settlement
26 Agreement are admissions by Defendant, or any of the other Released Parties, of liability on
27 any of the allegations alleged in the Action, nor is this Order a finding of the validity of any
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1 claims in the Action, or of any wrongdoing by the Defendant, or any of the other Released
2 Parties.

3 6. Pursuant to the terms of the Settlement, the Court awards Attorney's Fees to
4 Plaintiff's Counsel in the total amount of \$65,000/00, to be paid out of the Gross Settlement
5 Fund, as final payment for and complete satisfaction of any and all attorney's fees arising out
6 of the Action.

7 7. Pursuant to the terms of the Settlement, the Court awards Attorney's Costs to
8 Plaintiff's Counsel in the total amount of \$15,388.51, to be paid out of the Gross Settlement
9 Fund, as final payment for and complete satisfaction of any and all attorney's costs arising
10 out of the Action.

11 8. The Court appoints Phoenix Settlement Administrators to serve as the Settlement
12 Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards fees to
13 Phoenix Settlement Administrators in the amount of \$12,500 as compensation for its fees and
14 costs in administering this Settlement. This amount is to be paid out of the Gross Settlement
15 Fund.

16 9. Pursuant to the terms of the Settlement Agreement, the Net Settlement Fund of
17 \$_____ shall be allocated as follows: seventy-five percent (75%) of the Net Settlement
18 Fund, or \$72,833.62, will be paid to the LWDA, and the remaining twenty-five percent (25%),
19 or \$24,277.87, will be paid to all PAGA Employees allocated pursuant to the method set forth
20 in the Settlement Agreement for calculating Individual Settlement Payments.

21 10. Defendant will not be required to pay any additional amounts in connection with
22 the Settlement other than those amounts specifically set forth in the Settlement Agreement and
23 this Order.

24 12. Pursuant to Code of Civil Procedure § 664.6 the Court reserves exclusive and
25 continuing jurisdiction over the lawsuit for the purposes of supervising the implementation,
26 enforcement, construction, administration, and interpretation of the Settlement Agreement and
27 this Judgment.

1 13. The Court hereby enters judgment of the entire Action, with prejudice, for the
2 reasons set forth above and upon the terms set forth in the Settlement Agreement.

3 14. This Judgment is intended to be a final disposition of the above-captioned action
4 in its entirety and is intended to be immediately appealable. Subject to the Court's continuing
5 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

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

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9 **IT IS SO ORDERED.**

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11 DATED: **DEC 12 2024**



Honorable Barbara Kronlund
Judge of the Superior Court