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on behalf of the general public as private attorney general  
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF KERN  
12  
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14 JASON A. RODRIGUEZ, individually and on  
behalf of all others similarly situated,

15 Plaintiffs,

16 v.

17 FAMILY DOLLAR, INC., a North Carolina  
Corporation and DOES 1-50, inclusive,

18 Defendant.  
19

Case No.: BCV-23-100786

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

Judge: Hon. Thomas S. Clark

Date: August 27, 2024

Time: 10:00 a.m.

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

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.

4. The Settlement is not an admission by Defendant's nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. 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 Defendant.

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

1           8.       The Net Settlement Amount means the Total Settlement Amount (\$460,000.00)  
2 minus the following: (a) Attorneys' Fees to Plaintiffs' Counsel in the amount of \$153,333.00; (b)  
3 \$18,356.21 allocated to actual litigation costs; (c) \$7,500.00 allocated to each Plaintiff as an  
4 Enhancement Award; and (d) up to \$30,000.00 allocated to Settlement Administrator Costs.

5           (a)       The Court approves payment to Plaintiffs' counsel of Attorneys' Fees in the  
6 amount of \$153,333.00 to be paid from the Total Settlement Amount

7           (b)       The Court approves payment to Plaintiffs' counsel of actual litigation costs in the  
8 amount of \$18,356.21 to be paid from the Total 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 \$30,000.00 to be paid from the  
11 Total Settlement Amount.

12           (d)       The Court approves payment of \$7,500.00 as an Enhancement Award to be paid to  
13 each Plaintiff for Plaintiffs' service as a PAGA Representatives, subject to their  
14 entering into a general release with Defendant, as set forth in the Settlement  
15 Agreement.

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

17           9.       In accordance with Labor Code § 2699(d), 75% of the Net Settlement Amount,  
18 (\$182,483.099) is allocated to the LWDA, and the remaining 25% of the Net Settlement Amount  
19 (\$60,872.70) is allocated to the Settlement Group Members on a pro-rata basis.

20           10.       The "Covered Period" means May 11, 2021 to the date that the Court approves  
21 this Settlement.

22           11.       The Court orders that more than twenty-five (25) calendar days after the Effective  
23 Date, Family Dollar will transfer the Total Settlement Amount to the Settlement Administrator  
24 via wire transfer(s).

25           12.       The Court further orders that no more than fourteen (14) calendar days after  
26 Family Dollar transfers the Total Settlement Amount to the Settlement Administrator, the  
27 Settlement Administrator shall distribute the Employees' Payment (as described in Section 6(c))  
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1 of the Settlement Agreement), the Plaintiffs' Counsel's Fees and Expenses Payment, the  
2 Settlement Administration Fee, the LWDA Payment, and the Plaintiffs' Payments.

3 13. The Court further orders that prior to the mailing, the Settlement Administrator  
4 shall update the addresses contained in the Settlement Group Members List using the National  
5 Change of Address database. If any Settlement Share to a Settlement Group Member is returned  
6 as undeliverable, the Settlement Administrator shall search the National Change of Address  
7 database again for a more current address of the Settlement Group Member and re-mail the  
8 Settlement Share to any alternative or updated address that is located, within five (5) calendar  
9 days.

10 14. The Court further orders that all payments provided for by the Settlement  
11 Agreement shall be made by the Settlement Administrator in accordance with the Settlement  
12 Agreement and the Court's order and judgment approving the Settlement Agreement.

13 15. By operation of this Order, Plaintiffs shall fully, finally, and forever release and  
14 discharge Defendant and the Released Parties from any and all of Plaintiffs' released claims  
15 and shall be forever barred from pursuing such released claims against Defendant and the  
16 Released Parties, as set forth in the Settlement Agreement.

17 16. By operation of this Order, the State of California (including the LWDA) and  
18 the Settlement Group Members (including Plaintiffs) shall for the PAGA Period fully, finally  
19 and forever release and discharge Defendant and the Released Parties from any and all PAGA  
20 Released Claims, as defined in the Settlement Agreement, and shall be forever barred from  
21 pursuing such PAGA Released Claims against Defendants and the Released Parties, as set forth  
22 in the Settlement Agreement.

23 17. The Court directs the Parties and the Settlement Administrator to carry out the  
24 terms of the Settlement Agreement. This includes that each Settlement Group Member will be  
25 issued one check for his or her Individual Settlement Payment. The Settlement Group Member's  
26 check will expire one hundred and eighty (180) calendar days from the date the checks are issued  
27 by the Settlement Administrator. If any Settlement Group Members fail to deposit or cash the  
28 check for their respective Settlement Share(s) within one hundred and eighty (180) days after the

1 Settlement Administrator mails the distributions to the Settlement Group Members, the  
2 Settlement Administrator will send the uncashed amounts to the California State Controller, with  
3 the identity of each of the Settlement Group Member(s) to whom the funds belong, to be held for  
4 the Settlement Group Member(s) per the California Unclaimed Property Law, and such funds  
5 will remain the Settlement Group Member(s)'s property to the extent legally applicable.

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

9 19. Plaintiffs' counsel shall submit a copy of this Order to the LWDA within seven  
10 (7) days of the entry of the Order.

11 20. The above-referenced action and all claims asserted by Plaintiffs individually and  
12 in a representative capacity are hereby dismissed with prejudice.

13 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**  
14 **ENTERED ACCORDINGLY.**

15  
16 DATED: \_\_\_\_\_

17 \_\_\_\_\_  
18 THE HONORABLE THOMAS S. CLARK  
19 JUDGE OF THE SUPERIOR COURT  
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