



PLAINTIFF/PETITIONER: Jason A. Rodriguez  
 DEFENDANT/RESPONDENT: Family Dollar, Inc.

CASE NUMBER:  
 BCV-23-100786

**PROOF OF SERVICE BY FIRST-CLASS MAIL  
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

**(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)**

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.  
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):  
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached \_\_\_\_\_.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
 (TYPE OR PRINT NAME OF DECLARANT)

\_\_\_\_\_  
 (SIGNATURE OF DECLARANT)

1 JAMES HAWKINS APLC  
 JAMES R. HAWKINS SBN 192925  
 2 GREGORY MAURO, SBN 222239  
 MICHAEL CALVO, SBN 314986  
 3 9880 Research Drive, Suite 200  
 Irvine, California 92618  
 4 Telephone: (949) 387-7200  
 Facsimile: (949) 387-6676  
 5 James@jameshawkinsaplc.com  
 Greg@jameshawkinsaplc.com  
 6 Michael@jameshawkinsaplc.com

FILED  
 KERN COUNTY SUPERIOR COURT  
 9/16/2024

BY Mata, Vanesa  
 DEPUTY

7 Attorneys for Plaintiff JASON A. RODRIGUEZ  
 on behalf of the general public as private attorney general  
 8  
 9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 11 FOR THE COUNTY OF KERN  
 12  
 13

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~~ **T. Mark Smith**

Date: August 27, 2024

Time: ~~10:00 a.m.~~ **8:30 a.m.**

Dept.: ~~47~~ **T-2**

**PROPOSED ORDER**

**and September 16, 2024 8:30**

**T-2**

This matter came on for hearing on August 27, 2024 at 10:00 a.m. in Department 17 of the above-entitled Court, the Honorable **T. Mark Smith** ~~Thomas S. Clark~~ presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiffs' Notice of Unopposed Motion and Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiffs' Unopposed Motion is GRANTED.

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

1. The Court, for purposes of this Order, refers to all defined terms as set forth in the Settlement Agreement.

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.

3. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

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.

5. The Court hereby confirms James Hawkins, Gregory Mauro, Michael Calvo and Marcus Bradley as PAGA Counsel.

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

7. Defendant shall pay the Total Settlement Amount of \$460,000.00 according 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))  
28

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: September 16, 2024



17 THE HONORABLE ~~THOMAS S. CLARK~~  
18 JUDGE OF THE SUPERIOR COURT **T. Mark Smith**

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20 Signed: 9/16/2024 09:33 AM

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**PROOF OF SERVICE, COUNTY OF ORANGE**

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On September 24, 2024, I served on the interested parties in this action the following document(s) entitled:

**NOTICE OF ENTRY OF JUDGMENT OR ORDER**

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Alma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**SERVICE LIST**

(Service List Attached)

[ XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on September 24, 2024, at Irvine, California

Alma Chavarin  
Alma Chavarin

1 PAUL HASTINGS LLP  
2 ELENA R. BACA (SB# 160564)  
3 [elenabaca@paulhastings.com](mailto:elenabaca@paulhastings.com)  
4 JENNIFER MILAZZO (SB# 318356)  
5 jennifermilazzo@paulhastings.com  
6 515 South Flower Street, 25th Floor  
7 Los Angeles, CA 90071

8 PAUL HASTINGS LLP  
9 RYAN D. DERRY (SB# 244337)  
10 [ryanderry@paulhastings.com](mailto:ryanderry@paulhastings.com)  
11 EMILY STOVER  
12 [emilystover@paulhastings.com](mailto:emilystover@paulhastings.com)  
13 101 California Street, 48th Floor  
14 San Francisco, CA 94111  
15 Attorneys for Defendant  
16 FAMILY DOLLAR, LLC (formerly "FAMILY DOLLAR, INC.")

17 Bradley/Grombacher, LLP  
18 Marcus J. Bradley, Esq.  
19 31365 Oak Crest Dr, Suite 240  
20 Westlake Village, CA 91361  
21 mbradley@bradleygrombacher.com  
22 Attorneys for Plaintiff  
23 JOSEPH RIOS

24 **Via LWDA Website Only**  
25 Labor and Workforce Development Agency  
26 Attn: PAGA Administrator  
27 1515 Clay Street, Ste 801  
28 Oakland, CA 94612  
<http://www.dir.ca.gov/Private-Attorneys-General-Act>