

1. Name of the party submitting the proposed order:
Charles James
2. Title of the proposed order:
[PROPOSED] ORDER APPROVING PAGA SETTLEMENT AND JUDGMENT THEREON
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Approval of PAGA Settlement
 - b. Date and time: March 4, 2025, at 2:30 p.m.
 - c. Place: Dept. 16
4. The proposed order was served on the other parties in the case.

(SIGNATURE OF PARTY OR ATTORNEY)

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA
UNLIMITED JURISDICTION**

CHARLES JAMES, on behalf of himself and
other aggrieved employees,

Plaintiffs,

v.

UBER TECHNOLOGIES, INC. and DOES 1
through 10, inclusive,

Defendants.

Case No. 23CV032350

ASSIGNED TO HON. VICTORIA
KOLAKOWSKI FOR ALL PURPOSES

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

Date: March 4, 2025

Time: 2:30 p.m.

Dept: 16

Reservation #: 207519825231

RECITALS

WHEREAS, Plaintiff Charles James (the “Plaintiff”) brought a representative PAGA action
against Defendant Uber Technologies, Inc. on behalf of the LWDA.

WHEREAS, Defendant denies any wrongdoing, fault, violation of law, or liability for
damages of any sort.

WHEREAS, the Parties entered into a Private Attorneys General Act Settlement Agreement
(“Settlement Agreement” or “Settlement”) on February 6, 2025.

1 WHEREAS, the Settlement provides that Defendant will make a non-reversionary payment
2 of \$225,000 to settle the PAGA claims.

3 WHEREAS, Plaintiff filed an unopposed motion to approve the Settlement on February 6,
4 2025, that was heard on March 4, 2025.

5 **FINDINGS AND CONCLUSIONS ON APPROVAL**

6 **THE COURT NOW FINDS AND ORDERS AS FOLLOWS:**

7 1. Plaintiff's Motion to Approve PAGA Settlement is GRANTED. The Settlement is
8 ORDERED APPROVED in its entirety. The terms of the Private Attorneys General Act Settlement
9 Agreement ("Settlement Agreement" or "SA") that is attached as Exhibit 1 to the Declaration of
10 Xinying Valerian are incorporated, and made part of this Order, as if copied herein, and shall be
11 effective, implemented, and enforced as provided in the Settlement Agreement. The Parties to the
12 Settlement are directed to effectuate its terms.

13 2. The capitalized terms used herein shall have the meanings and/or definitions given to
14 them in the Settlement Agreement.

15 **Approval of the PAGA Settlement**

16 3. Having reviewed the Settlement Agreement and Plaintiff's submissions in support of
17 approval, and based upon all proceedings herein, the Court finds and concludes that the Settlement is
18 fair, adequate, and reasonable in all respects and GRANTS approval of the Settlement.

19 4. Specifically, the Court finds that:

- 20 a. The Settlement was the result of extensive, arm's-length negotiations among the
21 Parties;
- 22 b. The investigation and discovery conducted by the Parties are sufficient to allow
23 counsel and the Court to act intelligently and sufficient to allow Plaintiff's
24 Counsel to become intimately familiar with the strengths and weaknesses of the
25 representative claims;
- 26 c. Plaintiff's Counsel is experienced in similar class and representative litigation and
27 strongly endorse the Settlement as an outstanding result.
- 28

1 d. The Gross Settlement Amount of \$225,000 is fair, reasonable, and adequate,
2 especially in light of the significant litigation risks had the case not been resolved
3 through settlement. Moreover, the Settlement is fair, reasonable, and adequate in
4 view of PAGA's purposes to remediate present labor law violations, deter future
5 ones, and to maximize enforcement of the state's labor laws.

6 5. The Court finds that the allocation, distribution and payment methods for the Gross
7 Settlement Amount provided in the Settlement are fair and reasonable. Accordingly, Court ORDERS
8 the Parties and the Administrator to consummate the Settlement and distribute the Gross Settlement
9 Amount pursuant to the terms of the Settlement.

10 **Attorneys' Fees and Costs and Settlement Administration Costs,**

11 6. The Court finds that the requested Plaintiff's Counsel Fees of 33 ⅓ % of the Gross
12 Settlement Amount (*i.e.*, \$75,000) is fair and reasonable, considering the relevant factors.

13 7. Specifically, the Court finds that:

- 14 a. The percentage method is an appropriate means of calculating attorneys' fees in
15 this case, where Plaintiff has secured a common fund;
- 16 b. Plaintiff's Counsel's requested percentage fee is within the ordinary range of
17 percentages approved by courts;
- 18 c. Plaintiff's Counsel are highly skilled and experienced in wage and hour class
19 actions, and the requested fee award falls well within the norm for attorneys with
20 Plaintiff's Counsel's skills and depth of experience;
- 21 d. The Court further finds that the requested fee award is reasonable based on a
22 lodestar cross-check. Plaintiffs' Counsel have expended over \$131,000 in lodestar
23 fees using their customary and reasonable hourly rates. Accordingly, the Court
24 finds that awarding \$75,000 in attorneys' fees, which represents 57% of the
25 lodestar, is presumptively reasonable.

26 8. The Court further finds that Plaintiff's Counsel's Expenses of \$2,535.34 were
27 reasonable and necessary to the prosecution of the case and approves these costs in full.
28

1 9. The Court appoints Simpluris, Inc. as the Administrator. The Court hereby directs the
2 Administrator to administer the Settlement and to make the payments as provided for by, and
3 consistent with, this Order for Approval and Judgment and the Settlement Agreement. The Court
4 finds that the requested payment of \$3,500 to the Administrator for Administrator's Expenses is
5 reasonable and necessary to administering the Settlement. The Court therefore awards this requested
6 payment in full.

7 10. Accordingly, IT IS HEREBY ORDERED that Plaintiff's Counsel are awarded a total
8 of \$75,000 for Plaintiff's Counsel Fees and \$2,535.34 for Plaintiff's Counsel Expenses. It is also
9 ORDERED that the Administrator shall receive \$3,500 for Administrator's Expenses. These
10 amounts shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with
11 this Order and the Settlement Agreement.

12 11. The Court approves the PAGA Penalty Amount in the amount of \$143,964.66. This
13 amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with
14 this Order and the Settlement Agreement.

15 12. The Court approves 75% of the PAGA Penalty Amount being allocated to the LWDA
16 as its LWDA PAGA Payment.

17 13. The Court directs that the remaining 25% of the PAGA Penalty Amount shall be
18 allocated to the Covered Employees as their Individual PAGA Payments consistent with the
19 Settlement Agreement. This amount shall be paid from the Gross Settlement Amount and shall be
20 disbursed in accordance with this Order and the Settlement Agreement.

21 14. Upon the Effective Date, Plaintiff, on behalf of the State of California, releases and
22 discharges the Released Parties from any and all Released Claims. The period of the Released
23 Claims shall be for the PAGA Period. The Covered Employees shall not have the right to opt out of
24 or object to the Settlement. The Covered Employees are barred by the release of the Released Claims
25 from suing the Released Parties under PAGA for civil penalties arising from the Released Claims
26 regardless of whether they cash or otherwise negotiate their checks representing their Individual
27 PAGA Payment.
28

15. In addition, Plaintiff shall be deemed to have released the claims as set forth in Section 5.2 of the Settlement Agreement.

16. The Settlement Agreement and this Settlement are not an admission by Defendant, nor are this Order and the Judgment a finding, of the validity of any claims in this action or of any wrongdoing by Defendant. Neither this Order, the Judgment, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever.

JUDGMENT

THE COURT NOW ORDERS AND ADJUDGES AS FOLLOWS:

1. IT IS HEREBY ORDERED THAT upon the Effective Date, Plaintiff, on behalf of the State of California, releases and discharges the Released Parties from any and all Released Claims. The period of the Released Claims shall be for the PAGA Period. Covered Employees shall not have the right to opt out of or object to the Settlement. The Covered Employees are barred by the release of the Released Claims from suing the Released Parties under PAGA for civil penalties arising from the Released Claims regardless of whether they cash or otherwise negotiate their checks representing their Individual PAGA Payment.

2. IT IS FURTHER ORDERED that upon the Effective Date, Plaintiff shall be deemed to have released the claims as set forth in Section 5.2 of the Settlement Agreement.

3. IT IS FURTHER ORDERED that final judgment be entered on the PAGA claims asserted in the First Amended Complaint in accordance with the terms of the Settlement and this Order. By virtue of this Order, all Covered Employees, including Plaintiff, are permanently barred from prosecuting any of the Released Claims against any of the Released Parties. Furthermore,

4. This action is dismissed as follows:

a. Plaintiff's individual PAGA claims asserted in the First Amended Complaint are hereby dismissed with prejudice;

1 b. The PAGA claims asserted in the First through Sixth Cause of Action in the First
2 Amended Complaint as to all Covered Employees including Plaintiff are hereby
3 dismissed with prejudice; and

4 c. The PAGA claims asserted in the Seventh Cause of Action in the First Amended
5 Complaint are hereby dismissed without prejudice as to all Covered Employees
6 other than Plaintiff.

7 5. Pursuant to California Code of Civil Procedure section 664.6, the Court retains
8 jurisdiction over the interpretation and implementation of the Settlement Agreement as well as any
9 and all matters arising out of, or related to, the interpretation, implementation, or enforcement of the
10 Settlement Agreement and this Order.

11 6. This Order of Approval and Judgment is final for purpose of appeal and the Clerk is
12 hereby directed to enter judgment thereon.

13
14 **IT IS SO ORDERED**

15
16 Dated: _____

Hon. Victoria Kolakowski
Judge of the Superior Court