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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS**

LATISHA LOCKWOOD, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

STORER TRANSPORTATION SCHOOL
AND
CONTRACT SERVICE, a California
corporation; STORER TRANSPORTATION
SERVICE, a California corporation; and
DOES 1
through 10, inclusive,

Defendants

Case No.: CV-23-002976

[Assigned to John D. Freeland, Dept.23]

PAGA REPRESENTATIVE ACTION

~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION TO
APPROVE PAGA SETTLEMENT
AGREEMENT

Complaint filed:
Trial date:

May 25, 2023
Not set

FILED

JUN 21 2024

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY

DEPUTY

~~PROPOSED~~ ORDER & JUDGMENT

The Court having considered Plaintiff's Notice of Motion and Motion to Approve PAGA Settlement Agreement ("Motion"), the supporting declaration and exhibits thereto, all papers filed and proceedings had herein, and having reviewed the record in the Action, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Order and Judgment, refers to all defined terms as set forth in the Joint Stipulation and Release of PAGA Action (“Settlement”) attached as **Exhibit “2”** to the Declaration of Kane Moon In Support of the foregoing Motion.

2. The Settlement is hereby accepted and approved;

3. Plaintiff and all PAGA Group Members shall have, by operation of this Order and Judgment, fully, finally, and forever release, relinquish, and discharge, the Released Parties from all Released Claims as follows:

“PAGA Members” shall mean all current and former non-exempt employees that worked for Defendant Storer Transportation School and Contract Service during the PAGA Period.

“PAGA Period” means the period of time from May 26, 2022, through April 30, 2024.

“Released Parties” shall mean Defendants, and includes any of their officers, directors, executives, partners, managers, owners, shareholders, members, employees, agents, attorneys, any of their former and present parents, subsidiaries, successors, assigns and affiliates and related entities, and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives.

“Released Claims” shall mean all claims and theories that were set forth, or that could have been set forth based on the facts alleged in the Action during the PAGA Period, pursuant to *Huff v. Securitas Services USA, Inc.* (2018) 25 Cal.App.5th 745, including, but not limited to, under California Labor Code sections 200-204, 210, 226, 226.3, 226.7, 227.3, 510, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800-2802, 2698 et seq., and related IWC Wage Orders, based on the various theories of liability, including, but not limited to, failure to pay all minimum and overtime wages, failure to provide and/or pay sick pay, including at the regular rate of pay, failure to provide meal periods, failure to provide rest periods, failure to provide accurate wage

statements, failure to issue wages in a legally-permissible manner, failure to pay all wages owing during employment, failure to pay wages upon termination, and failure to reimburse business expenses.

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

5. The Settlement is not an admission by Defendants as defined below, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants. 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 Defendants.

6. Defendants shall pay the PAGA Group Members, PAGA Counsel, the Labor and Workforce Development Agency ("LWDA"), and the Settlement Administrator pursuant to the terms of the Settlement:

- a. Actual administration costs of up to \$5,000.00, payable to the Settlement Administrator Phoenix Settlement Administrators for administration of the Settlement;
- b. Attorneys' fees to PAGA Counsel in the total, maximum amount of \$33,333.33;
- c. Reimbursement for actual expenses incurred by PAGA Counsel in the amount of \$15,564.42;
- d. The Settlement Administrator shall allocate the Net Settlement Amount of \$46,102.25 as set forth in Labor Code § 2699(d), with 75% (\$34,576.69) allocated to the LWDA, and the remaining 25% (\$11,525.56) to the PAGA Settlement Group Members in proportion to the number of pay periods they worked for Defendants during the PAGA Period, as required by California Labor Code section 2699(i). A PAGA Member must receive or cash his or her Settlement Share payment or check within 180 calendar days after it is mailed to him or her. If a PAGA Member fails to cash the check for his or her Settlement Share

1 within 180 days after it is mailed to him or her, the funds shall be distributed
2 to the *cy pres* recipient Legal Aid at Work.

3 7. "Effective Date" means the date by when both of the following have occurred:
4 (a) the Court enters a Judgment on its Order approving the PAGA Settlement; and (b) the
5 Judgment is final. The Judgment is final as of the day the Court enters Judgment.

6 8. The Settlement Administrator will provide Defendants with its bank wire
7 instructions to establish the Qualified Settlement Fund (QSF) that meets the requirements
8 under US Treasury Regulations § 468B-1. Within fifteen (15) days of the Effective Date,
9 Defendants shall transmit the Gross Settlement Amount to the Settlement Administrator.
10 Within thirty (30) calendar days of the Effective Date, the Administrator will pay to PAGA
11 Members, their Individual Settlement Payments via first-class regular U.S. Mail; to PAGA
12 Counsel, the Court-awarded PAGA Counsel's Attorneys' Fees and Litigation Expenses
13 Payment; to the LWDA, the Court-approved LWDA Payment; and to the Administrator, the
14 Court-awarded Administration Fees and Expenses.

15 9. The PAGA List will be provided to the Settlement Administrator within twenty-
16 one (21) of Defendants receiving written notification that the Court granted approval of the
17 Settlement. The PAGA List means the information for each PAGA Member which Defendants
18 shall compile from their business records and provide to the Administrator for purposes of
19 providing notice of the Settlement to the PAGA Group. The PAGA List shall be in readable,
20 ready to use, Microsoft Excel spreadsheet, which will provide for each Settlement Group
21 Member, the following information: (a) full name; (b) last-known mailing address; (c)
22 telephone number(s); (d) Social Security number; (e) number of pay periods employed as a
23 PAGA Member during the PAGA Period.

24 10. Within seven (7) days after receiving the PAGA Members' data from
25 Defendants, the Settlement Administrator will send a Notice to each PAGA Member. The
26 Settlement Administrator will mail this information to all identified PAGA Members, using

1 the mailing address information provided by Defendants, unless modified by any updated
2 address information that the Settlement Administrator obtains in the course of administration
3 of the Settlement. In the event of returned or non-deliverable notices, the Settlement
4 Administrator will make reasonable efforts to locate PAGA Members and re-send the notices.

5 11. The Court hereby confirms Kane Moon, Lilit Ter-Astvatsatryan, and Holly
6 Williams of Moon Law Group, PC as PAGA Counsel.

7 12. The Court finds that the fees requested by Plaintiff's Counsel of \$33,333.33
8 (33.33% of the Total Settlement Amount) is reasonable, and the costs requested of up to
9 \$16,000.00 were reasonable and necessary for the prosecution of this action. The Court hereby
10 awards attorneys' fees in the amount of \$33,333.33 and costs in the amount of \$15,564.42 to
11 PAGA Counsel for their current attorneys' costs. The payment of fees and costs to PAGA
12 Counsel shall be made in accordance with the terms of the Settlement.

13 13. The Court approves of the proposed Notice of Private Attorneys General Act
14 ("PAGA") Settlement letter, attached as Exhibit A, to the Joint Stipulation of Settlement and
15 Release of PAGA Action, to be sent to PAGA Members along with their respective settlement
16 check.

17 14. This action is dismissed with prejudice.

18 15. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten
19 (10) calendar days after entry of the Order and Judgment.

20 16. This Court shall retain jurisdiction, pursuant to C.C.P. section 664.6, over this
21 action, the Parties, and the PAGA Settlement Group Members to the fullest extent necessary to
22 interpret, enforce, and effectuate the terms and intent of the Settlement and this Order and
23 Judgment.

24 17. The Court sets a status conference re: final accounting for 1/22/2015 at 8:30 a.m.
25 At least five court days prior to the hearing, Plaintiff shall submit a final report including the
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1 actual amounts paid to aggrieved employees, the other amounts distributed under the Settlement,
2 and the amounts tendered to the *cy pres* recipient Legal Aid at Work.

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4 **IT IS SO ORDERED.**

5 DATED: 6/21/2024

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28 Hon. John D. Freeland