

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
Enoch Kim (SBN 261146)
e.kim@d.law
Jean Power (SBN 326509)
j.power@d.law
Melissa Rodriguez (SBN 352716)
m.rodriguez@d.law
450 N. Brand Blvd. Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiff Darlene M. Stroud,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

DARLENE M. STROUD, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

JM WEST, INC., d/b/a Jersey Mike's Subs, a
California Corporation; JM WEST II, INC., d/b/a
Jersey Mike's Subs, a California Corporation;
JM SANTA MARIA LP, d/b/a Jersey Mike's
Subs, a California limited partnership; JM
ARROYO GRANDE LP, d/b/a Jersey Mike's
Subs, a California limited partnership; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 24STCV06910

Assigned To:
Hon. Laura Siegle
Dept.: 17

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION FOR
APPROVAL OF THE PARTIES' JOINT
STIPULATION OF REPRESENTATIVE
PAGA ACTION SETTLEMENT; AND
FINAL JUDGMENT**

Hearing Date: July 2, 2025
Time: 9:00 a.m.
Department: 17

Complaint Filed: March 19, 2024
Amended Complaint Filed: May 23, 2024
Trial Date: Not Yet Set

On July 2, 2025, at 9:00 a.m. in Department 17, Plaintiff Darlene M. Stroud (“Plaintiff”) unopposed Motion for Approval of the Parties’ Joint Stipulation of Representative PAGA Action Settlement and Release of Claims (“Settlement Agreement”) entered into by and between Plaintiff, on behalf of herself and other similarly situated employees of Defendants a JM Santa Maria LP (d/b/a Jersey Mike’s Subs) JM Arroyo Grande LP (d/b/a Jersey Mike’s Subs) (“Defendants”) (“Plaintiff and Defendants collectively referred to herein as “the Parties”), and Defendants came before the Court for hearing pursuant to the Private Attorney General Act (“PAGA”), California Labor Code § 2698 *et seq.* Plaintiff appeared via her counsel (“PAGA Counsel”) and counsel also appeared for Defendant. There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff’s Motion is GRANTED.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

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

2. “PAGA Group” is defined as all current and former hourly-paid, non-exempt employees of Defendants in California during the PAGA Period, which is the period of time from March 19, 2023, through January 25, 2025. “Aggrieved Employees” are defined as individuals who are members of the PAGA Group (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest, evidenced by reasonable verification).

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$75,000.00 (“Maximum Settlement Amount”), the allocation of settlement proceeds among the PAGA Group, 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, oppressive, or confiscatory. The Settlement reached was a result of serious and non-collusive, arms-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.

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

5. Effective on the date when Defendants fully fund the Maximum Settlement Amount, Plaintiff, Aggrieved Employees, and the State of California shall be bound by the release set forth in the Settlement Agreement as follows:

PAGA Released Claims:

As of the date Defendants fund the Settlement, the LWDA, through Plaintiff as its proxy, and all Aggrieved Employees shall release the Released Parties for claims for civil penalties pursuant to PAGA based upon all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Action and the LWDA Exhaustion Letter within the PAGA Period, including all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 558, 1194, 1194.2, 1197, 1197.1, 1198, & 1199); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to maintain accurate records (Cal. Lab. Code §§ 1174(d) & 1174.5); (viii) failure to reimburse or indemnify business expenses (Cal. Lab. Code § 2802); (ix) improper deductions (Cal. Lab. Code §§ 221-223); (x) failure to provide suitable seating and resting facilities; (xi) failure to properly pay sick pay (Cal. Lab. Code §§ 245-248.5); (xii) failure to pay accrued vacation wages; (xiii) all claims under the California Labor Code Private Attorneys General Act of 2004 that were pleaded in the Action; (xiv) any claim for costs and attorneys' fees and

1 expenses. (collectively, the “PAGA Released Claims”).

2 “Released Parties” includes Defendants and their past, present and/or future, direct and/or
3 indirect, officers, directors, members, managers, employees, agents, representatives, attorneys,
4 including but not limited to O’Hagan Meyer, insurers, partners, investors, shareholders,
5 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
6 assigns, and joint venturers.

7 6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
8 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
9 allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the
10 Action, or of any wrongdoing by the Defendant, or any of the other Released Parties.

11 7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA
12 Counsel for settlement purposes.

13 8. Pursuant to the terms of the Settlement, the Court awards a PAGA Counsel Fees
14 Payment in the amount of **\$25,000.00**, to be paid out of the Maximum Settlement Amount, as final
15 payment for and satisfaction of any and all attorneys’ fees arising out of the Action.

16 9. The Court awards a PAGA Counsel Litigation Expenses Payment in the amount of
17 **\$17,998.29**, to be paid out of the Maximum Settlement Amount, as final payment for and complete
18 satisfaction of any and all attorneys’ costs arising out of the Action.

19 10. The Court appoints Phoenix Class Action Administrators (“Phoenix”) to serve as
20 the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court
21 awards administration-related payments in the amount of **\$2,750.00** as compensation for its fees
22 and costs in administering this Settlement. This amount is to be paid out of the Maximum
23 Settlement Amount.

24 11. Pursuant to the terms of the Settlement Agreement, the PAGA Penalties payment
25 of approximately **\$29,251.71** shall be allocated to the PAGA Settlement Payment as follows: 75%
26 (**\$21,938.78**) allocated to the LWDA (“LWDA Payment”) and 25% (**\$7,312.93**) allocated to the
27 Aggrieved Employees (“Aggrieved Employee Payment Share”) and will be paid out pursuant to
28 the method set forth in the Settlement Agreement for calculating Aggrieved Employee Payment

1 Share.

2 12. Defendants will not be required to pay any additional amounts in connection with
3 the Settlement other than those amounts specifically set forth in the Settlement Agreement and this
4 Order.

5 13. The Court hereby approves the Notice of PAGA Representative Action Settlement
6 (“Notice”) to be mailed to the PAGA Group along with the Aggrieved Employee Payment Share
7 by the Settlement Administrator.

8 14. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
9 purposes of supervising the implementation, enforcement, construction, administration, and
10 interpretation of the Settlement Agreement and this Judgment.

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

13 16. This Judgment is intended to be a final disposition of the above-captioned action in
14 its entirety and is intended to be immediately appealable. Subject to the Court’s continuing
15 jurisdiction as set forth above, the Court directs the clerk of the Court to enter Judgment.

16 15. As the Judgment is consistent with the terms of the Settlement Agreement, the
17 Parties and their respective counsel waive all rights to appeal from the Judgment, including all
18 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
19 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any
20 waiver of the right to oppose such motions, writs, or appeals. If another individual or entity who
21 is not a Party to this Agreement appeals the Judgment, the Parties’ obligations to perform under
22 the Settlement Agreement will be suspended until such time as the appeal is finally resolved and
23 the Judgment becomes final.

24 **IT IS SO ORDERED.**

25
26 DATED: _____, 2025

27 Hon. Laura Siegle
Judge of the Superior Court
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