

1 JAMES HAWKINS APLC  
James R. Hawkins, Esq. (#192925)  
2 Gregory Mauro, Esq. (#222239)  
Michael Calvo, Esq. (#314986)  
3 Lauren Falk, Esq. (#316893)  
4 Ava Issary, Esq. (#342252)  
9880 Research Drive, Suite 200  
5 Irvine, CA 92618  
Tel.: (949) 387-7200  
6 Fax: (949) 387-6676  
Email: James@jameshawkinsaplc.com  
7 Email: Greg@jameshawkinsaplc.com  
8 Email: Michael@jameshawkinsaplc.com  
Email: Lauren@jameshawkinsaplc.com  
9 Email: Ava@jameshawkinsaplc.com

10 Attorneys for Plaintiff MARQUINN FOSTER,

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

14 MARQUINN FOSTER, on behalf of the  
15 general public as private attorney general,

16 Plaintiff,

17 v.

18 WENDY'S OF THE PACIFIC, INC.; and  
19 DOES 1-50, inclusive,

20 Defendants.

Case No.: BCV-24-103322  
Assigned for all Purposes to:  
The Hon. Bernard C. Barmann, Jr.  
Division: 7

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

Date: July 15, 2026  
Time: 8:30 a.m.

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on June 22, 2026 at 9:00 a.m. in Department 17 of the  
3 above-entitled Court, the Honorable Bernard C. Barmann, Jr. presiding. Based on the pleadings  
4 on record, all papers submitted in connection with Plaintiff's Notice of Unopposed Motion and  
5 Motion to Approve the PAGA Settlement (the "Motion"), and for good cause appearing,  
6 Plaintiff's Unopposed Motion is GRANTED.

7 The Court having reviewed the Settlement Agreement ("Settlement" or "Settlement  
8 Agreement") hereby ORDERS AND ADJUDGES:

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

11 2. The Court finds the Settlement was entered into in good faith, that the settlement  
12 is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable  
13 requirements for approval of PAGA representative actions under California law. The Settlement  
14 is hereby accepted and approved.

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

17 4. The Settlement is not an admission by Defendant nor is this Order a finding of the  
18 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the  
19 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,  
20 may be used as an admission of any fault, wrongdoing, omission, concession, or liability  
21 whatsoever by or against Defendant.

22 5. The Court hereby confirms James Hawkins, Gregory Mauro and Lauren Falk as  
23 PAGA Counsel.

24 6. The Court appoints ILYM Group, Inc. Class Action Administration as the  
25 Settlement Administrator to administer the Settlement pursuant to the terms of the Settlement  
26 Agreement.

1           7. Defendant shall pay the Gross Settlement Amount of \$728,500.00 according to  
2 the terms of the Settlement Agreement.

3           8. The Net Settlement Amount means the Gross Settlement Amount (\$728,500.00)  
4 minus the following: (a) Attorneys' Fees to Plaintiff's Counsel in the amount of \$254,975.00; (b)  
5 \$23,000.00 allocated to litigation costs; (c) \$5,000.00 allocated to Plaintiff as a Service Award;  
6 and (d) up to \$12,250.00 allocated to Settlement Administrator Costs.

7  
8           (a) The Court approves payment to Plaintiff's counsel of Attorneys' Fees in the  
9 amount of \$254,975.00 to be paid from the Gross Settlement Amount.

10          (b) The Court approves payment to Plaintiff's counsel of litigation costs in the amount  
11 of up to \$23,000.00 (Plaintiff's counsel's litigation costs to date is currently  
12 \$21,765.05) to be paid from the Gross Settlement Amount.

13          (c) The Court approves payment to the Settlement Administrator for its reasonable  
14 costs and fees to administer the Settlement, up to \$12,250.00 to be paid from the  
15 Gross Settlement Amount.

16          (d) The Court approves payment of \$5,000.00 as a Service Award to be paid to  
17 Plaintiff for Plaintiff's service as a PAGA Representative.

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

19           9. In accordance with Labor Code § 2699(d), of the Net Settlement Amount  
20 (\$433,275.00) 65% (\$271,878.75) is allocated to the LWDA, and the remaining 35%  
21 (\$146,396.25) is allocated to the Aggrieved Employees on a pro-rata basis.

22           10. The "PAGA Period" or "Release Period" the period from July 24, 2023, through  
23 May 17, 2026. Defendant represented that PAGA Settlement Members consisted of  
24 approximately 803 Employees who worked approximately 26,875 pay periods during the PAGA  
25 Period.

1           11.     The Court directs Defendant to deposit the Gross Settlement Amount with the  
2 Settlement Administrator in two payments: half 65 days after the Effective Date, and the second  
3 half six (6) months after the first payment.

4           12.     The amount of each Aggrieved Employee's individual settlement payment will be  
5 calculated as follows: Thirty-five (35%) of the Net Settlement Amount shall be distributed to  
6 the PAGA Settlement Members on a pro-rata basis, based on their respective number of pay  
7 periods worked for Defendant during the PAGA Period.

8           13.     By operation of this Order, Plaintiff shall fully, finally, and forever release and  
9 discharge Defendant and the Released Parties from any and all of Plaintiff's released claims  
10 and shall be forever barred from pursuing such released claims against Defendant and the  
11 Released Parties.

12           14.     By operation of this Order, the State of California (including the LWDA) and  
13 the PAGA Settlement Members (including Plaintiff) shall for the PAGA Period fully, finally  
14 and forever release and discharge Defendant and the Released Parties from any and all PAGA  
15 Released Claims, as defined in the Settlement Agreement, and shall be forever barred from  
16 pursuing such PAGA Released Claims against Defendant and the Released Parties.

17           15.     The Court directs the Parties and the Settlement Administrator to carry out the  
18 terms of the Settlement Agreement. This includes that each Aggrieved Employee will be issued  
19 one check for his or her Individual Settlement Payment. The Aggrieved Employee's check will  
20 expire one hundred and eighty (180) calendar days from the date the checks are issued by the  
21 Settlement Administrator. After the 180 day-period, the Settlement Administrator shall cancel  
22 all checks that have not been cashed or deposited and remit funds associated with such canceled  
23 checks to the Controller of the State of California to be held pursuant to the Unclaimed Property  
24 Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Group Members  
25 whose checks were voided.

26           16.     The Court approves of the proposed PAGA settlement notice letter attached to the  
27 Settlement Agreement as **Exhibit A** to be sent to Aggrieved Employees along with their  
28 respective settlement check.

1           17. Under California Code of Civil Procedure section 664.6, the Court retains  
2 jurisdiction over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the  
3 terms and intent of the Settlement and this Order.

4           18. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven  
5 (7) days of the entry of the Order.

6           19. The above-referenced action and all claims asserted by Plaintiff individually and  
7 in a representative capacity are hereby dismissed with prejudice.

8  
9           **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**  
10 **ENTERED ACCORDINGLY.**

11  
12 DATED: \_\_\_\_\_

13 \_\_\_\_\_  
14 THE HONORABLE BERNARD C. BARMANN,  
15 JR.  
16 JUDGE OF THE SUPERIOR COURT  
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