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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 KUPER BANK and CANDACE TURNER,
13 individuals, and on behalf of the State of
14 California, as private attorneys general,

15 Plaintiffs,

16 v.

17 PARADIES SHOPS, LLC, a Limited Liability
18 Company; TASTE, INC., a Corporation; and
DOES 1 through 50, inclusive,

19 Defendants.
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CASE NO.: 24TRCV02360

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

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**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Attorneys for KUPER BANK,
individually, and on behalf of all others
similarly situated and aggrieved

Attorneys for CANDACE TURNER,
individually, and on behalf of all others
similarly situated and aggrieved

1 Having considered the Parties' PAGA Settlement Agreement ("Settlement"), IT IS
2 HEREBY ORDERED THAT:

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4 1. To the extent required by Labor Code § 2699(1), the Settlement and its terms
5 represent a reasonable and adequate settlement of highly disputed claims to Plaintiff Kuper
6 Bank and Plaintiff Candace Turner ("Plaintiffs"), the Aggrieved Employees, the State of
7 California, PAGA Counsel, and Defendants, and is approved on the terms stated in the
8 Settlement.

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10 2. Defendants shall pay the Gross PAGA Settlement Amount in the amount of
11 \$285,000. The Gross Settlement Amount includes: (1) \$10,000 Service Payment to Plaintiff
12 Kuper Bank; (2) \$10,000 Service Payment to Plaintiff Candace Turner; (3) \$95,000 PAGA
13 Counsel Fees Payment (50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP – \$47,500;
14 30% to The Kick Law Firm, APC – \$28,500; 20% to The Law Office of Nick Rosenthal, APC
15 – \$19,000); (4) \$24,310.42 PAGA Counsel Litigation Expenses Payment (\$21,596.28 to
16 Blumenthal Nordrehaug Bhowmik De Blouw LLP; \$2,714.14 to The Kick Law Firm, APC);
17 (5) \$6,250 Administrator Expenses Payment; (6) \$139,439.58 PAGA Payment (25% to the
18 Aggrieved Employees – \$34,859.89; 75% to the Labor and Workforce Development Agency
19 ("LWDA") – \$104,579.69).

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22 3. The allocation of the Settlement payment among Plaintiffs, the Aggrieved
23 Employees, the State of California, the Administrator, and PAGA Counsel is fair, just,
24 reasonable, adequate, and equitable to all concerned, and is approved to the extent required
25 under Labor Code § 2699(1).
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1 4. Judgment in this matter is entered in accordance with, and incorporates by
2 reference, the terms and conditions of the Settlement. Instead of filing a request for dismissal
3 to terminate this action, this judgment will terminate the action.
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5 5. The Settlement is not an admission by Defendants, or any of the Released
6 Parties, nor is this judgment a finding of the validity of any allegations or of any wrongdoing
7 by Defendants or the Released Parties. Neither this judgment, the Settlement, nor any
8 document referred to therein, nor any action taken to carry out the Settlement, may be
9 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession,
10 or liability whatsoever by or against Defendants or the Released Parties.
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12 6. The Settlement shall be binding on Plaintiffs, all Aggrieved Employees, and
13 the State of California, who are hereby barred from re-litigating any of the claims released by
14 the Settlement.
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16 7. Pursuant to Code of Civil Procedure section 664.6 the Court shall retain
17 exclusive and continuing jurisdiction over the above-captioned action and the Parties for
18 purposes of enforcing the terms of the Settlement.
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20 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**
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23 DATED: _____
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THE HON. DAVID K. REINERT
JUDGE OF THE SUPERIOR COURT
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