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SERENA CARNES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

SERENA CARNES, as an “aggrieved
employee” and on behalf of “aggrieved
employees” under the California Labor Code
Private Attorneys General Act,

Plaintiff,

v.

THE SALVATION ARMY, THE
SALVATION ARMY ARC SAN DIEGO;
and DOES 1 through 10, inclusive,

Defendants.

Case No: 37-2021-00020557-CU-OE-CTL

REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
MOTIONS FOR AN ORDER APPROVING
SETTLEMENT OF PAGA ACTION AND
DISMISSING ACTION WITH
PREJUDICE AND FOR AN ORDER
AWARDING ATTORNEYS’ FEES,
COSTS, ENHANCEMENT PAYMENT,
AND SETTLEMENT ADMINISTRATION
Fees**

Assigned for all purposes to Judge Timothy
Taylor, Dept. C72]

Date: October 20, 2023
Time: 1:30 p.m.
Dept.: C72

Complaint filed: May 7, 2021
Trial date: February 16, 2024

The Motions for an Order Approving Settlement of PAGA Action and Dismissing Action with Prejudice, and for an Order Awarding Attorneys’ Fees and Costs, Enhancement Payment and Settlement Administration Fees, filed by Serena Carnes (“Plaintiff”) came on for hearing regularly on October 20, 2023 in the above captioned Court, the Honorable Timothy Taylor presiding. All parties appeared by counsel of record. The above-captioned action (“Action”) is a Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, (“PAGA”) representative action brought by Plaintiff against The Salvation Army (“Defendant”).

Having fully considered the motion papers filed, the Declarations of Robert Spencer and Serena Carnes, the parties’ “Labor Code Private Attorneys General Settlement Agreement” (“Settlement Agreement”), and the arguments of counsel, and with GOOD CAUSE APPEARING, the Court hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

1. This Court has jurisdiction over the subject matter of the Action and over the Parties to the Action.

2. The settlement was entered into in good faith, the settlement is fair, reasonable and adequate under the circumstances, and Plaintiff, by and through her counsel, has satisfied the standards and applicable requirements for approval of a settlement of a claim brought under PAGA.

3. Plaintiff has provided the LWDA with the required notice as to the terms of the settlement and the LWDA has not objected to the terms of the settlement.

4. All capitalized terms used herein shall have the same meanings as given to them in the Settlement Agreement.

5. The Court approves the parties’ selection of Simpluris, Inc. (“Simpluris”) as the Settlement Administrator for this action.

6. Defendant shall fund the \$150,000 Settlement Amount by making a payment to Simpluris on the schedule set forth in the Settlement Agreement.

7. Pursuant to the terms of the Settlement Agreement, Labor Code § 2699(g)(1), and the authorities, evidence, and arguments set forth in Plaintiff’s Motion for an Order Awarding Attorneys’ Fees, Costs, Enhancement Payment, and Settlement Administration Fees, an award of

1 attorneys' fees and costs in the amount of \$55,000 as final payment for and complete satisfaction
2 of any and all attorneys' fees and costs owed to Plaintiff's Counsel is hereby granted. The Court
3 finds that Counsel's request falls within the range of reasonableness and that the result achieved
4 justifies the award. The payment of attorneys' fees and costs to Plaintiff's Counsel shall be made
5 in accordance with the terms of the Settlement Agreement.

6 8. The Court hereby approves an enhancement award to Plaintiff Carnes in the
7 amount of \$5,000. The payment of the enhancement award to Plaintiff shall be made in
8 accordance with the terms of the Settlement Agreement.

9 9. The Court approves the payment of \$12,000.00 from the Settlement Amount to
10 Simpluris for settlement administration services in this matter. If actual administrative costs are
11 less than the Parties' estimation, the difference will be included in the net settlement amount. Any
12 charges and expenses greater than the allocated \$12,000 amount will come from the settlement
13 amount. The payment of the settlement administration fees awarded to Simpluris shall be made in
14 accordance with the terms of the Settlement Agreement.

15 10. The Court approves the settlement of the California Labor Code §§ 2698, *et seq.*
16 claims alleged in the Action. In accordance with California Labor Code section 2699(i), 75% of
17 the final Net Settlement Amount (i.e., the \$150,000.00 Settlement Amount minus the amounts
18 paid for attorneys' fees and costs, Plaintiff's enhancement award, and the Settlement
19 Administrator's fees) shall be paid to the LWDA in accordance with the terms of the Settlement
20 Agreement. The remaining 25% of the Net Settlement Amount shall be distributed to the PAGA
21 Group in accordance with the terms of the Settlement Agreement.

22 11. The Court approves the form of notice to members of the PAGA Group attached to
23 the Settlement Agreement as Exhibit A and directs the Parties to ensure that notice is distributed
24 to the members of the PAGA Group along with the settlement checks to be sent to each member
25 of the PAGA Group, as calculated in accordance with the terms of the Settlement Agreement.

26 12. Each settlement check mailed to a member of the PAGA Group shall be valid for
27 180 days from the date of issuance. At the end of that 180-day period, the funds represented by
28 any uncashed checks shall be shall be tendered by the Settlement Administrator to the LWDA.

1 13. Upon entry of this Order, and upon all additional conditions being met by the
2 Parties as outlined in the Settlement Agreement, this Action shall be dismissed with prejudice.
3 Moreover, each member of the PAGA Group, including Plaintiff, shall be deemed and hereby is
4 deemed to have conclusively released and forever discharged the Released Parties for any and all
5 Released Claims, as defined in the Settlement Agreement, and is hereby permanently barred and
6 enjoined from the institution or prosecution of any and all Released Claims against the Released
7 Parties.

8 14. Neither the Settlement, nor any of the terms set forth in the Settlement Agreement,
9 is an admission of liability by the Released Parties, nor is the Court's instant Order a finding as to
10 the validity of any claims in the Action or of any wrongdoing by the Released Parties.

11 15. This Order is intended to be a final disposition of the Action in its entirety, and is
12 intended to be immediately appealable.

13 16. This Court shall retain exclusive and continuing jurisdiction over the Action and
14 the Parties for purposes of enforcing and interpreting this Order, the Settlement Agreement, and
15 the settlement funding and distribution process.

16
17 **IT IS SO ORDERED.**

18
19 Dated: _____, 2023

HON. TIMOTHY TAYLOR
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On August 14, 2023, in the case of *Carnes v. The Salvation Army, et al.*, San Diego Superior Court Case Number 37-2021-00020557-CU-OE-CTL, I served the foregoing document(s):

[PROPOSED] ORDER GRANTING MOTIONS FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 AND DISMISSING ACTION WITH PREJUDICE AND FOR AN ORDER AWARDING ATTORNEYS' FEES, COSTS, SERVICE PAYMENT, AND SETTLEMENT ADMINISTRATION EXPENSES

on the interested party(ies) below, using the following means:

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Attorneys for Defendant

THE SALVATION ARMY

☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ