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Attorneys for PLAINTIFF SHAWNETTE SNOWDEN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

SHAWNETTE SNOWDEN, an individual, in
her representative capacity on behalf of the
State of California and fellow Aggrieved
Employees,

Plaintiff,

vs.

PALMDALE 794 INC. dba IHOP 794, a
California corporation; and DOES 1-50,
Inclusive;

Defendants

Case No: 23STCV02326

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: January 21, 2025

Time: 8:30 a.m.

Reservation ID: 409184166849

Judge: Hon. Joseph Lipner

Dept: 72

1 Plaintiff Shawnette Snowden (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
2 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
3 California Labor Code § 2699(1), against Palmdale 794 Inc. dba IHOP 794 (“Defendant”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
5 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
6 being released under the terms of the Joint Stipulation of Settlement of PAGA Action and Release
7 of PAGA Claims (“Settlement Agreement”). The California Labor Workforce Development
8 Agency (“LWDA”) was provided with notice of the settlement and the motion for approval of the
9 settlement via its online process and no objection has been received to the settlement or the motion
10 from the LWDA. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the
11 Gross Settlement Amount to be paid as part of the settlement as set forth in the Settlement
12 Agreement, which was filed with the Court (“PAGA Settlement”). The PAGA Settlement provides
13 for a Gross Settlement Amount in the total sum of \$135,000, which includes the Net Settlement
14 Amount, PAGA Counsel Award in the amount of \$65,000, comprised of attorneys’ fees in the
15 amount of \$45,000 and reimbursed litigation expenses in the amount of \$20,000, and a Claims
16 Administration Costs estimated in the amount of \$6,000. The Net Settlement Amount is the amount
17 remaining from the Gross Settlement Amount after the deduction of the Claims Administration
18 Costs and PAGA Counsel Award. The Administrator will be Apex Class Action LLC. The sum of
19 any settlement checks not cashed within 180 days, or the extended deadline as provided in the
20 Settlement Agreement, will be transmitted to the State Controller’s Unclaimed Property Fund in the
21 name of the Aggrieved Employees who did not cash their checks. The Court approved the Gross
22 Settlement Amount and the distributions of the Gross Settlement Amount as set forth above.

23 The Court, having reviewed the evidence and papers submitted and argument of counsel,
24 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Parties’ motion and approves the
25 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
26 which shall be allocated and paid out as set forth in the Settlement Agreement. The “Aggrieved
27 Employees” are defined as “all current and former non-exempt employees who worked for
28 Defendant in California during the period from November 28, 2021, to June 1, 2024. (“PAGA

Period”). Upon entry of Judgment and funding in full of the PAGA Settlement by Defendant, Defendant and each of its past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, servants, officers, directors, owners (whether direct or indirect), franchisors, general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them (“Released Parties”) shall be entitled to a release from the State of California, the LWDA, Plaintiff and the Aggrieved Employees as to the following claims: All claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, but not limited to PAGA penalties arising from alleged failure to pay for all hours worked, including off the clock work, minimum wages and overtime, alleged failure to provide compliant meal and rest periods, allegedly inaccurate wage statements, allegedly untimely payment of wages, alleged failure to pay wages at termination, alleged failure to keep accurate records of hours worked, alleged failure to reimburse business expenses, alleged wage statement violations, reporting time violations, alleged regular rate violations, alleged unlawful rounding practices, alleged timekeeping manipulation, alleged tip pooling violations, alleged unlawful deductions, Private Attorneys General Act of 2004, Labor Code sections 201, 201.3, 202, 204, 204.1, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2698, 2699 et seq., 2699.3, 2699.5, 2802, 2804, and the

1 applicable Industrial Welfare Commission Orders and California Code of Regulations, Title 8,
2 section 11050 (“Released PAGA Claims”).

3 Neither the Settlement Agreement nor the settlement contained therein, nor any act
4 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
5 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
6 Released PAGA Claims; or (ii) is or may be deemed to be or may be used as an admission of, or
7 evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal,
8 or administrative proceeding in any court, administrative agency, or other tribunal, whatsoever.
9 Defendant or any of the Released Parties may file the Settlement Agreement and/or the separate
10 Judgment from this action in any other action that may be brought against it or them in order to
11 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
12 good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue
13 preclusion or similar defense or counterclaim.

14 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
15 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
16 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
17 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
18 the distribution of settlement benefits.

19 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
20 **ENTERED ACCORDINGLY.**

21
22 DATED: _____, 2025
23
24

25 _____
26 THE HONORABLE JOSEPH LIPNER
27 JUDGE OF THE SUPERIOR COURT
28