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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

DAVID FARRELL

Plaintiff

v.

BJ'S RESTAURANT
OPERATIONS COMPANY

Defendant

CV 20-3771 DSF (Ex)

FINAL JUDGMENT

Pursuant to the Court's Order Granting Plaintiff's Motion for Approval of
PAGA Settlement and Release it is ORDERED, ADJUDGED, and DECREED as
follows:

1. Judgment in this matter is entered in accordance with the terms of the Order
and the Parties' Settlement Agreement and Release of PAGA Claims (PAGA

1 Settlement Agreement). Unless otherwise provided, all capitalized terms used
2 herein shall have the same meaning as defined in the PAGA Settlement Agreement.

3 2. The Court has jurisdiction over the subject matter of this Action, the Plaintiff,
4 the PAGA Settlement Members, and Defendant BJ's Restaurant Operations
5 Company. This Judgment shall be binding on all PAGA Settlement Members and
6 the State of California.

7 3. Without affecting the finality of the Judgment, the Court shall retain
8 jurisdiction with respect to all matters related to the administration and
9 implementation of the PAGA Settlement Agreement and any and all claims asserted
10 in, arising out of, or related to the claims made in this lawsuit, including but not
11 limited to all matters related to the settlement and the determination of all
12 controversies relating thereto.

13 4. Pursuant to California Labor Code § 2699(1)(2), the Court approves the
14 PAGA Settlement Agreement and finds that it is fair, reasonable, and adequate, and
15 consistent with the underlying purpose of PAGA's objectives.

16 5. The Court further finds that notice of the Settlement was provided to the
17 LWDA, as required by California Labor Code § 2699(1)(2).


18 6. Plaintiff and Defendant are directed to perform in accordance with the terms
19 set forth in the PAGA Settlement Agreement, and specifically, Defendant shall
20 deposit the Total Settlement Payment with the Settlement Administrator, Phoenix
21 Settlement Administrators, who will then ensure payments to the LWDA, the
22 PAGA Settlement Members, Plaintiff, and Plaintiff's Counsel, as provided for and
23 in the respective amounts set forth in the PAGA Settlement Agreement.

24 7. This Judgment resolves and extinguishes all PAGA claims of the PAGA
25 Settlement Members and the State of California during the PAGA Period, which is
26 defined as the period from October 7, 2017, through September 16, 2022 (i.e., the
27 date of approval of the PAGA Settlement Agreement).

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- 8. Plaintiffs PAGA claims are dismissed with prejudice.
- 9. This Judgment is not a finding of any wrongdoing by Defendant but is a result of a stipulated settlement and judgment reached by the Parties.
- 10. This document shall constitute a judgment.

DATED: September 15, 2022


HONORABLE DALE S. FISCHER
UNITED STATES DISTRICT JUDGE