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FILED
 Superior Court of California
 County of Los Angeles
08/24/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: L. McGreené Deputy

5 Attorneys for Plaintiffs,
 JERRY MURO, on behalf of himself
 6 and all others similarly situated

7
 8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**
 10

11 JERRY MURO, on behalf of himself and all)
 others similarly situated,)

CASE NO.: 20STCV03626

[Assigned for all purposes to the Hon.
 Carolyn B. Kuhl - Dept. 12]

12)
 13 Plaintiffs,)

[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT

14 v.)

15 DKS STEEL DOOR & FRAME SYSTEMS,)
 INC., a California corporation; and DOES 1)
 16 through 100, Inclusive)

DATE: August 24, 2022
 TIME: 1:45 p.m.
 DEPT.: 12

17 Defendants.)
 18)

19
 20 Plaintiff, Jerry Muro's Motion for Approval of PAGA Settlement ("Motion") came on
 21 regularly for hearing on August 24, 2022. After full consideration of Plaintiff's Motion and
 22 supporting Declaration and exhibits thereto, including the PAGA and Individual Settlement
 23 Agreement ("Settlement Agreement"), and good cause appearing therefore, the Court hereby
 24 ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

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1 1. The Motion for Approval of PAGA Settlement is hereby granted in its entirety.

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3 2. All terms used herein shall have the same meaning as defined in the Settlement
4 Agreement attached as Exhibit A to the Declaration of Michael Nourmand.

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6 3. This Court has jurisdiction over the subject matter of this litigation and over all
7 Parties to this litigation, including all Aggrieved Employees.

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9 4. The settlement resolves the PAGA action brought on behalf of Aggrieved
10 Employees defined as follows: All individuals who worked for Defendant as a non-exempt hourly
11 employee within the State of California during the period of January 28, 2019 up to the date the
12 total pay periods reach 2,809 or December 15, 2021.

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14 5. Pursuant to Labor Code §2699 *et seq.*, the Court finds that the settlement is fair,
15 adequate, and reasonable and that it furthers PAGA's objectives.

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17 6. The Court appoints Jerry Muro as the PAGA representative for settlement purposes
18 only.

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20 7. The Court appoints Michael Nourmand, Esq. and James A. De Sario, Esq. of The
21 Nourmand Law Firm, APC as counsel for the Aggrieved Employees for settlement purposes only.

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23 8. The Court appoints Simpluris, Inc. as the Settlement Administrator.

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25 9. The Court approves, as to form and content, the Notice of PAGA Settlement
26 ("Notice") attached as Exhibit 1 to the Settlement Agreement.

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1 10. The Court approves the Gross Settlement Fund of \$140,000 and orders it to be
2 distributed, in accordance with the procedure set forth in the Settlement Agreement, as follows:

- 3 a. The sum of \$46,666.67 shall be allocated as reasonable attorneys' fees to be
4 paid to The Nourmand Law Firm, APC.
- 5 b. The sum of \$13,309.52 shall be allocated as reasonable litigation costs and
6 paid to The Nourmand Law Firm, APC.
- 7 c. The sum of \$2,500 shall be paid to Jerry Muro as an enhancement award for
8 serving as PAGA representative in the action.
- 9 d. The sum of \$3,995 shall be paid to Simpluris, Inc. for its services in
10 administering the settlement.
- 11 e. After deducting the above amounts, the Court approves the remaining Net
12 Settlement Amount of \$73,528.81 for PAGA penalties and orders 75%
13 (\$55,146.60) of the sum to be paid to the California Labor and Workforce
14 Development Agency and 25% (\$18,382.21) to be paid to the Aggrieved
15 Employees pursuant to Labor Code §2699(i), which shall be distributed to
16 Aggrieved Employees in accordance with the formula set fort in the
17 Settlement Agreement.

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19 11. In addition to the Gross Settlement Fund, Defendant shall pay the sum of \$7,500
20 shall be paid to Jerry Muro in exchange of the release of his wage claims against Defendant.

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22 12. The Court directs the mailing of the Notice, as referenced in paragraph 9 above, by
23 first-class mail to the Aggrieved Employees in accordance with the procedures set forth in the
24 Settlement Agreement and this Order.

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1 13. In consideration for the Gross Settlement Fund of \$140,000, the Aggrieved
2 Employees will release DKS Steel Door & Frame Systems, Inc. all of their current or former
3 parent companies, subsidiary companies and/or related companies, partnership, joint ventures, and,
4 with respect to each of them, all of their and/or such related entities' predecessors and successors,
5 and, with respect to each such entity, all of its past, present, and future employees, officers,
6 partners, principals, directors, stockholders, owners, representatives, assigns, attorneys, agents,
7 insurers, and any other persons acting by, through, under, or in concert with any of the persons or
8 entities listed herein and their successors ("Released Parties") from any and all claims for civil
9 penalties under PAGA [Cal. Lab. Code §§ 2699, *et seq.*] based on the labor code violations alleged
10 and that are based upon or arise from the factual allegations in Plaintiff's July 28, 2020 notice sent
11 to the LWDA and alleged in the First Amended Complaint, based on the alleged violations of
12 California Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 1194, 1994.2, 1197, and 2699,
13 including attorneys' fees and costs related thereto that arise during the PAGA Period ("Released
14 Claims").

15
16 14. The Court shall retain jurisdiction over the action, the parties and Aggrieved
17 Employees to the fullest extent to enforce and effectuate the terms and intent of the Settlement
18 Agreement. The Court shall also retain jurisdiction to enforce the Settlement Agreement pursuant
19 to Code of Civil Procedure §664.6.

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21 15. This "Judgment" is intended to be a final disposition of the above captioned action
22 in its entirety.

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1 16. Pursuant to Labor Code §2699(1)(3), Plaintiff shall submit a copy of the Judgment
2 to the LWDA within ten days after entry of the Judgment.

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4 **IT IS SO ORDERED.**

5 DATED: 08/24/2022, 2022



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

HONORABLE CAROLYN B. KUHL
LOS ANGELES COUNTY SUPERIOR COURT

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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within entitled action; my business address is 8822 West Olympic
Boulevard, Beverly Hills, California 90211.

5 On June 28, 2022, I served the following document(s) described as:

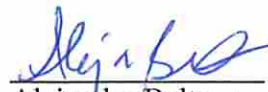
6 **[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT**

7 on the interested parties in this action as follows:

8 Farhad Novian, Esq.
Alexander Kandel, Esq.
9 NOVIAN & NOVIAN, LLP
1801 Century Park East, Suite 1201
10 Los Angeles, California 90067

11 BY NOTICE OF ELECTRONIC FILING THROUGH CASE ANYWHERE: I caused a
12 true and correct copy of the above listed document(s) to be served by electronic transmission to the
parties and/or counsel who are registered above and set forth in said service list.

13 I declare under penalty of perjury under the laws of the State of California that the above is
14 true and correct and that this Proof of Service was executed on June 28, 2022, at Beverly Hills,
California.

15 
16 Alejandra Beltran