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10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**
13

14 RICHARD RAMIREZ, on behalf of himself
15 and others similarly situated and aggrieved,

16 Plaintiff,

17 vs.

18 GENESIS LOGISTICS, INC., a Delaware
19 corporation; SCOTT SUREDDIN, an
20 individual; and DOES 1 to 100, inclusive,

21 Defendants.
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Case No.: 20STCV22055

Assigned for All Purposes to:

Hon. Maren Nelson

Dept. SSC-17

~~[PROPOSED]~~ ORDER GRANTING MOTION
FOR APPROVAL OF SETTLEMENT UNDER
THE PRIVATE ATTORNEYS GENERAL ACT
AND DISMISSING CLASS CLAIMS
WITHOUT PREJUDICE

Date: November 24, 2021

Time: 9:00 a.m.

Dept.: SSC-17

FILED
Superior Court of California
County of Los Angeles

12/14/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: N. Navarro Deputy

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Richard Ramirez’s Motion for Approval of Settlement under PAGA came
3 before this Court on December 10, 2021 as a non-appearance matter.
~~February 17, 2022 on a regularly noticed motion.~~

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 Plaintiff’s complaint and his letter to the Labor Workforce & Development Agency (“LWDA”) dated June 27, 2019 (the “LWDA Letter”), on behalf of all current and former non-exempt
8 employees of Defendant Genesis Logistics, Inc. (“Genesis” or “Defendant”) in California from
9 April 13, 2019 to July 20, 2021, inclusive.

11 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and
12 approve any settlement of any civil action filed pursuant to this part.” Lab. Code section 2699 (1)(2).
13 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement,
14 including the proposed PAGA penalties, under Labor Code section 2699(1)(2), having considered the
15 papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing,
16 HEREBY ORDERS AS FOLLOWS:

- 17 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 18 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
19 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
20 terms, as fair, just, reasonable, and adequate;
- 21 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of
22 California, by operation of this Order and Judgment hereby releases and forever discharges Defendant and
23 the Released Parties (as defined in the Settlement Agreement) from any and all claims for penalties
24 asserted in the Action under PAGA based on the facts alleged in Plaintiff’s letter dated March
25 20, 2020, to the Labor Workforce Development Agency for violations of the California Labor
26 Code governing: failure to keep accurate and complete time and payroll records for employees;
27 failure to pay for all hours worked, including minimum wage, regular wage, and overtime;
28 liquidated damages; failure to pay wages at the proper rate, including regular wages and

1 overtime; failure to provide employees with proper meal or rest breaks or compensate an
2 additional hour of pay for missed or improper meal or rest periods; failure to provide paid sick
3 leave; failure to place employees on proper notice of workplace rights, including but not limited
4 to paid sick leave; failure to provide proper and accurate wage statements; unlawful deductions;
5 failure to pay wages timely during employment; refusal to make payment for wages due; and
6 failure to pay all wages due at separation. for the period of April 13, 2019, through July 20,
7 2021.

8 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State
9 of California as to those claims brought in the Action, ~~and shall bar any claim under PAGA brought by any~~
10 ~~person, including the Aggrieved Employees, on behalf of the State of California, as to the Released Claims~~
11 ~~and Released Parties.~~

12 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
13 Defendant is directed to make all payments required by the Settlement Agreement;

14 6. Under the Settlement Agreement, Defendant agrees to pay Five Hundred Sixty Five
15 Thousand Dollars and No Cents (\$565,000.00) (the “Gross Settlement Amount”). The Gross Settlement
16 Amount is inclusive of payments to the LWDA and Aggrieved Employees, reasonable Attorney’s Fees
17 and Costs, and Administration costs. No portion of the Gross Settlement Amount will revert to Defendant.
18 Plaintiff’s Counsel requests an award of attorney’s fees of \$188,314.50 and reimbursement of actual
19 litigation expenses of \$7,623.42. Defendant does not oppose these requests. The Court finds the Gross
20 Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs the
21 Settlement Administrator to make the following payments from the Gross Settlement Amount:

- 22 a. \$188,314.50 in attorney’s fees to Crosner Legal, PC;
23 b. \$7,623.42 in litigation costs to Crosner Legal, PC; and
24 c. \$3,500.00 in administration costs to Simpluris, Inc.;

25 7. After deducting the foregoing payments, the estimated remainder of approximately
26 \$365,562.08 shall form the Net Settlement Amount (“NSA”). Pursuant to Labor Code section 2699(i), the
27 NSA will then be distributed 75 percent (approximately \$274,171.56) to the LWDA, and the remaining 25
28 percent (approximately \$91,390.52) to the Aggrieved Employees on a pro rata basis, as set forth in the

1 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to
2 issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set
3 forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement
4 Agreement;

5 8. Under California Rule of Court 3.770, all class claims alleged in the operative complaint
6 are hereby dismissed without prejudice; and Plaintiff's personal claims are dismissed with prejudice.

7 9. This document shall constitute a Judgment for purposes of California Rule of Court
8 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
9 purpose of supervising implementation, enforcement, construction, administration, and interpretation of the
10 Settlement Agreement and this Judgment.

11 **IT IS SO ORDERED.**

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14 Dated: 12/14/2021



Judge of the Superior Court

1 PROOF OF SERVICE
2 *RICHARD RAMIREZ VS. GENESIS LOGISTICS, INC.*
3 *Los Angeles Superior Court Case No. 20STCV22055*

4 At the time of service, I was over 18 years of age and not a party to this action. I am
5 employed in the County of Los Angeles, State of California. My business address is 9440 Santa
6 Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

7 On December 10, 2021, I served true copies of the following document(s) described as

8 **[PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF SETTLEMENT**
9 **UNDER THE PRIVATE ATTORNEYS GENERAL ACT AND DISMISSING CLASS**
10 **CLAIMS WITHOUT PREJUDICE**

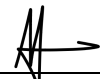
11 on the interested parties in this action as follows:

12 SEE ATTACHED SERVICE LIST

13 ☒ BY ELECTRONIC TRANSMISSION. Pursuant to the Court's Order re Electronic Service, I
14 caused the documents described above to be E-Served through Case Anywhere by electronically
15 mailing a true and correct copy through Case Anywhere to the addressee(s) listed

16 I declare under penalty of perjury under the laws of the United States of America that the foregoing
17 is true and correct and that I am employed in the office of a member of the bar of this Court at
18 whose direction the service was made.

19 Executed on December 10, 2021, at Los Angeles, California.

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21 _____
22 Maria Monterrey
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PROOF OF SERVICE

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SERVICE LIST
RICHARD RAMIREZ VS. GENESIS LOGISTICS, INC.
Los Angeles Superior Court Case No. 20STCV22055

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