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(Additional Counsel for Plaintiffs listed on following page)

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ALLAN CASTANETO, an individual,
and on behalf of all aggrieved employees
pursuant to the Labor Code Private
Attorneys General Act.

Plaintiff,

v.

CALOP BUSINESS SYSTEMS, INC.,
and DOES 1 through 50, Inclusive,

Defendant.

CASE NO. **20STCV03772** (lead case and consolidated
with 20STCV21789, 20STCV22191)

*Assigned for All Purposes to the Hon. Theresa M.
Traber, Dept. 47*

UNLIMITED JURISDICTION

**[PROPOSED] ORDER GRANTING APPROVAL
OF PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS,
ENHANCEMENT PAYMENTS, AND
ADMINISTRATOR COSTS**

Hearing

Date: August 19, 2022

Time: 9:00 a.m.

Dept.: 47

Reservation ID: 149388572767

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Attorney for Plaintiff SAM KIMM an individual, and or behalf of all aggrieved employees pursuant to the Labor Code Private Attorneys General Act

1 This matter comes before the Honorable Theresa M. Trabe in Department 47 of the above-
2 entitled Court located at Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, California
3 90021 on Plaintiffs Allan Castaneto, Antuan Fernandez, and Sam Kimm’s (“Plaintiffs”) Motion
4 for Approval of Private Attorneys General Act Settlement Agreement and Award of Attorney’s
5 Fees and Costs, Enhancement Payments, and Administrator Costs. Justin Lo of Work Lawyers,
6 PC appeared for Plaintiff Allan Castaneto, Michael Boyamian of Boyamian Law, Inc. appeared
7 for Plaintiff Antuan Fernandez, Joel Glaser of Joel Glaser APC and Darren Le Montree of DBL
8 Law Group appeared for Plaintiff Sam Kimm and Juan Hong of Law Offices of Juan Hong
9 appeared for Defendant Calop Aeroground Services, LLC (“Defendant”).

10 On June 6, 2022, Plaintiffs and Defendant (together the “Parties”) fully executed the
11 Memorandum of Understanding (“MOU” or “Agreement”).

12 The Court has reviewed and considered: (1) The Notice of Motion and Motion for
13 Approval of Private Attorneys General Act Settlement Agreement and Award of Attorneys’ Fees
14 and Costs, Enhancement Payments, and Administrator Costs and Supplemental papers in support
15 thereof; (2) the Declarations of Plaintiffs’ Counsel; (3) The Declarations of Plaintiffs; and (4) the
16 Memorandum of Understanding.

17 Having duly considered the Parties’ papers and oral argument, and good cause appearing.

18 **IT IS HEREBY ORDERED AS FOLLOWS:**

19 1. All capitalized terms used herein shall have the same meanings as defined in the
20 Agreement.

21 2. The Court finds that Plaintiffs have satisfied the prerequisites under the California
22 Private Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, but not
23 limited to. Providing the Labor and Workforce Development Agency (“LWDA”) and Defendant
24 with notice of the specific provisions of the California Labor Code alleged to have been violated,
25 including, but not limited to, the facts and theories to support the alleged violations, in conformity
26 with California Labor Code § 2699.3(a).

27 3. The Court also finds that the Agreement has been submitted to the LWDA in
28

1 conformity with California Labor Code § 2699(1)(1) and that the LWDA has not sought to
2 intervene or appear in the Action.

3 4. The aggrieved employees covered under the Settlement consist of the following
4 individuals:

5 All current and former non-exempt employees of Defendants from November 21,
6 2018 through approval of the settlement or September 30, 2022, whichever occurs
7 earlier (“PAGA Member” and “Aggrieved Employee”).

8 5. The Court finds that the Parties reached the Settlement as a result of arms-length
9 negotiations.

10 6. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum
11 allocated for payment of penalties under PAGA (“Net Settlement Amount”), and determines that
12 the Net Settlement Amount is fair, just, reasonable, and adequate. The Court hereby approves the
13 Net Settlement Amount. The Net Settlement Amount shall be the Gross Settlement Amount
14 (\$300,000) less the approved Attorneys’ Fees and Costs, Enhancement Payments, and
15 Administrator Costs. Seventy-five percent (75%) of the Net Settlement Amount shall be
16 distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net
17 Settlement Amount shall be distributed to the PAGA Group Members in accordance with this
18 Order and the Settlement Agreement.

19 7. The Court has considered the Settlement, and the monetary allocations provided
20 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
21 Settlement Administrator to administer the Settlement and to make the payments as provided by,
22 and consistent with, this Order and the Agreement.

23 8. The Court approves payment of \$_____ (\$100,000.00) for attorneys’ fees [not
24 to exceed \$100,000.00] with 33.33% awarded to Boyamian Law, Inc., 33.33% awarded to Joel
25 Glaser, APC and DBL Law Group collectively, and 33.33% awarded to Work Lawyers P.C. in
26 accordance with the fee split agreement. The Settlement Administrator shall disburse the amount
27 in accordance with this Order and the Agreement.

1 9. The Court approves the payment of \$5,184.33 for reimbursement of litigation costs
2 and expenses incurred in the Action [not to exceed \$20,000] with 33.33% awarded to Boyamian
3 Law, Inc., 33.33% awarded to Joel Glaser, APC and DBL Law Group collectively, and 33.33%
4 awarded to Work Lawyers P.C.

5 10. The Court approves the payment of \$3,500 to Phoenix Class Action Administration
6 Solutions for Administrator Costs [which will not exceed \$3,500.00], which the Settlement
7 Administrator shall pay itself in accordance with this Order and the Settlement Agreement.

8 11. The Court approves payment in the amount of \$10,000.00 to Plaintiff Allan Castaneto,
9 \$10,000 to Plaintiff Antuan Fernandez, and \$10,000.00 to Plaintiff Sam Kimm as enhancement
10 payments. The Settlement Administrator shall disburse these amounts in accordance with this
11 Order and the Agreement.

12 12. The Parties are directed to perform in accordance with the terms set forth in this Order
13 and the Agreement.

14 13. The funds used for the Settlement Amount shall be paid to the Claims Administrator
15 by Defendant within thirty (30) days of the approval of the Settlement unless there are objectors
16 to the approval of the settlement, in which case payment shall be made within 30 days after the
17 time to appeal has run or all appeals have been exhausted, whichever occurs later.

18 14. As soon as practicable following Approval of the Resolution, but within five (5) days
19 Of the approval of the settlement, Defendant will provide the Claims Administrator with the: (1)
20 name; (2) most current mailing address; and (3) telephone number.

21 15. Within five (5) days of receipt of the Maximum Payment from Defendant, the
22 Settlement Administrator will disburse the funds in accordance with the Agreement.

23 16. Settlement checks will specifically indicate that they are void if not negotiated within
24 one hundred eighty 180 days of their issuance. Any settlement checks that remain uncashed one
25 hundred eighty (180) or more calendar days after issuance by the Settlement Administrator shall
26 be voided. The Settlement Administrator will remit the entire amount of each PAGA Group
27 member's uncashed Individual Settlement Payment to the California State Controller for deposit
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1 in the Unclaimed Property Fund in the name of the PAGA Group member to whom the uncashed
2 Individual Settlement Payment was drafted.

3 17. Dismiss, with prejudice, the Cross-Complaints filed by Defendants against Plaintiffs
4 Antuan Fernandez and Allan Castaneto.

5 18. Judgment shall be entered in this Action. The judgment shall bind each PAGA Group
6 Member and the State of California to the Settlement and shall operate as a full release and
7 discharge of the Released Claims against the Released Parties, as set forth in the Agreement. All
8 rights to appeal the judgment have been waived. The judgment and this Order shall have *res*
9 *judicata* effect.

10 19. The Court shall retain jurisdiction as to the implementation and enforcement of the
11 terms of the Agreement.

12 20. Notice of this Order and judgment shall be given to the LWDA by submission through
13 the online system established for the filing of notices and documents, in conformity with California
14 Labor Code § 2699(1)(3).

15
16 Date: _____

Honorable Theresa M. Traber
Judge of the Superior Court