

**MELMED LAW GROUP P.C.**

Jonathan Melmed (SBN 290218)

jm@melmedlaw.com

1801 Century Park East, Suite 850

Los Angeles, California 90067

Telephone: (310) 824-3828

Facsimile: (310) 862-6851

**ACKERMANN & TILAJEF, P.C.**

Craig J. Ackermann, CA Bar No. 229832

cja@ackermanntilajef.com

1180 S. Beverly Drive, Suite 610

Los Angeles, California 90035

Telephone: (310) 277-0614

Facsimile: (310) 277-0635

Attorneys for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

JUAN ARREDONDO, individually and on  
behalf of others similarly situated,

Plaintiff,

vs.

ADVANCED INDUSTRIAL SERVICES,  
INC., a California Corporation, and DOES 1-  
50, inclusive,

Defendants.

Case No. 30-2020-01154701-CU-OE-CXC

*Assigned for all purposes to Hon. William  
Claster*

**~~AMENDED [PROPOSED]~~ ORDER  
GRANTING APPROVAL OF PAGA  
SETTLEMENT AND ENTERING  
JUDGMENT**

Complaint filed: August 11, 2020

**FILED**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

**JUN 02 2021**

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

1 **[PROPOSED] ORDER AND JUDGMENT**

2 This matter came before the Court on May 7, 2021, in Department CX-104 of the above-  
3 captioned Court on Plaintiff Juan Arredondo's ("Plaintiff") motion for approval of a settlement  
4 agreement pursuant to the California Labor Code Private Attorneys General Act ("PAGA") (the  
5 "Settlement").

6 Having received and considered the Settlement Agreement, the supporting papers filed by  
7 Plaintiff, and the evidence and argument received by the Court, the Court grants approval of the  
8 PAGA Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING  
9 DETERMINATIONS:

10 1. Except as otherwise defined in this Order and Judgment ("Order"), all capitalized  
11 terms have the same meaning as defined in the Settlement Agreement that is attached as Exhibit 1  
12 to this Order.

13 2. The California Labor Workforce and Development Agency ("LWDA") has been  
14 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2),  
15 (1)(4). In particular, on the date Plaintiff filed the motion seeking approval of the Settlement with  
16 the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the  
17 Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice  
18 requirements of PAGA.

19 3. The Court confirms approval of the Settlement as to the Aggrieved Employees and  
20 the State of California.

21 4. The Court has jurisdiction over the subject matter of this litigation, over all  
22 Aggrieved Employees, and over those persons undertaking affirmative obligations under the  
23 Settlement.

24 5. The Settlement is approved under Labor Code § 2699(1)(2).

25 6. The PAGA Settlement Notice to Aggrieved Employees, attached as Exhibit 2 to this  
26 Order, fairly and adequately describes the Action, the approved Settlement, and is the best notice  
27 practicable under the circumstances.

28 7. The Court finds that each Aggrieved Employee, in accordance with the Settlement,

1 releases all Released Claims against the Released Parties.

2       8.     The Gross Settlement Amount, Net Settlement Fund and the methodology used to  
3 calculate the LWDA Payment and PAGA Aggrieved Employee Payment (which is comprised of  
4 the Individual PAGA Payments), in accordance with the Settlement is approved.

5       9.     The Court approves ILYM Group, Inc. to act as the Settlement Administrator. The  
6 Court awards the Settlement Administrator in this Action its actual fees and costs in accordance  
7 with the terms of the Settlement Agreement, not to exceed **\$3,554**.

8       10.    The Court approves Jonathan Melmed of Melmed Law Group P.C. and Craig J.  
9 Ackermann of Ackermann & Tilajef, P.C. as PAGA Counsel.

10       11.    The Court awards PAGA Counsel attorneys' fees in the amount of **\$63,000** and  
11 actual litigation costs to Melmed Law Group P.C. of **\$5,417** and to Ackerman & Tilajef, P.C. of  
12 **\$3,500**, both of which the Court finds to be fair and reasonable. The Court authorizes the Settlement  
13 Administrator to make these payments, in accordance with the terms of the Settlement Agreement.

14       12.    The Court authorizes the Settlement Administrator to calculate the PAGA Payment  
15 Amount, inclusive of the LWDA Payment and PAGA Aggrieved Employee Payment (which is  
16 comprised of the Individual PAGA Payments), in accordance with the terms of the Settlement  
17 Agreement.

18       13.    The Court finds that the LWDA Payment of **\$97,147.00** as its share of the settlement  
19 of civil penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay  
20 the LWDA Payment, in accordance with the terms of the Settlement Agreement as modified by the  
21 Approval Order.

22       14.    The Court finds that the PAGA Aggrieved Employee Payment of **\$32,382.00** as the  
23 Aggrieved Employees' share of the settlement of civil penalties is fair and reasonable. The Court  
24 authorizes the Settlement Administrator to pay the PAGA Aggrieved Employee Payment, in  
25 accordance with the terms of the Settlement Agreement.

26       15.    The Court finds the Representative Plaintiff's Enhancement Award in the sum of  
27 **\$5,000** to the Representative Plaintiff is fair and reasonable. The Court authorizes the Settlement  
28 Administrator to pay the Representative Plaintiff's Enhancement Award, in accordance with the

1 terms of the Settlement Agreement.

2 16. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid  
3 for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments  
4 uncashed after 180 days will be dispersed to CASA of Orange County, in accordance with the terms  
5 of the Settlement Agreement.

6 17. Upon completion of the Settlement, the Settlement Administrator will provide  
7 written certification of the completion to the Court and counsel for the Parties, and which shall  
8 confirm that the distribution of funds to the Aggrieved Employees is complete, as well as any  
9 distribution to the cy pres which shall be filed with the Court on or before **December 3, 2021**. Upon  
10 receipt of the administrator's declaration, the Court will determine whether further briefing or a  
11 hearing is necessary.

12 18. Without affecting the finality of this order and entry of judgment, the Court retains  
13 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,  
14 implementing, and enforcement of this Order and the Settlement.

15 19. Nothing in this Order or the Settlement shall be construed as an admission or  
16 concession by any party. The Settlement and this resulting Order and entry of judgement simply  
17 represent a compromise of disputed allegations.

18 20. The Court enters final judgment in accordance with the terms of the Settlement  
19 Agreement and this Order.

20 21. Plaintiff is directed to submit a copy of this Order and entry of judgment to the  
21 LWDA within 10 days of the date of this Order and entry of judgment.

22 **IT IS SO ORDERED:**

23  
24 DATED: \_\_\_\_\_

6-2-21



Honorable William Claster  
Judge of the Superior Court, Orange County

1 **PROOF OF SERVICE**

2 I am over the age of 18 years and am employed in the county of Los Angeles,  
3 State of California. I am not a party to this action. My business address is 1801 Century  
Park East, Suite 850, Los Angeles, CA 90067.

4 I declare that on the date hereof, May 25, 2021, I served the foregoing document(s)  
5 described as:

6 **- AMENDED PROPOSED ORDER GRANTING APPROVAL OF PAGA SETTLEMENT  
AND ENTERING JUDGMENT**

7 By causing a true copy thereof to be sent to the following individuals and/or parties:

8 RUTAN & TUCKER, LLP

9 Maria Z. Stearns

mstearns@rutan.com

10 Peter Hering

phering@rutan.com

11 Corey H. Collins

ccollins@rutan.com

12 611 Anton Boulevard, Suite 1400

13 Costa Mesa, California 92626-1931

14 **[XX] ONLY BY EMAIL ELECTRONIC TRANSMISSION.** Pursuant to CCP  
15 Section 1010.6(e), I caused such document to be served on this date by electronic  
16 transmission in accordance with standard procedures and to the email address(es) listed  
above. I did not receive with a reasonable time after the transmission, any electronic message  
17 or other indication that the transmission was unsuccessful.

18 I declare under penalty of perjury pursuant the laws of State of California that  
the foregoing is true and correct. I further declare that I am employed in the office of a member of  
19 the bar of this court at whose direction the service was made.

20 Executed on May 25, 2021, in Los Angeles, California.

21   
22 Lorie Gutierrez  
23 Lorie Gutierrez  
24  
25  
26  
27  
28