

1 CODY PAYNE, SBN 282342
2 cody@paynellp.com
3 KIM NGUYEN, SBN 293906
4 kim@paynellp.com
5 **PAYNE NGUYEN, LLP**
6 4640 Admiralty Way, Suite 500
7 Marina del Rey, CA 90292
8 Telephone: (310) 360 – 9882
9 Facsimile: (310) 928 – 7469

10 Attorneys for Plaintiff
11 RAMONA ALCANTAR

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

14 RAMONA ALCANTAR, individually and as
15 a private attorney general;

16 Plaintiff,

17 vs.

18 CHUNWEI, INC, a California corporation;
19 and DOES 1 through 50, inclusive,

20 Defendants.

FILED
Superior Court of California
County of Los Angeles

11/14/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: I. Flores Deputy

Case No.: 20STCV32662

*Assigned for all purposes to Hon. Theresa M.
Traber, Dept. 47*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR ORDER
APPROVING SETTLEMENT PURSUANT
TO CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT
AND ENTERING JUDGMENT**

*[Filed concurrently with Motion for Order
Approving Settlement Pursuant to California
Labor Code Private Attorneys General Act and
Entering Judgment; Declaration of Cody
Payne; and Declaration of Ramona Alcantar]*

Hearing Date: November 14, 2022
Hearing Time: 9:00 a.m.
Department: 47

Complaint Filed: August 26, 2020
Trial Date: None Set

RESID: 259453213584

[PROPOSED] ORDER

Having reviewed and considered Plaintiff's Motion for Order Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment, and good cause appearing for the same, it is hereby ORDERED, ADJUDGED, and DECREED AS FOLLOWS:

1. The Court HEREBY APPROVES AND CONFIRMS the civil penalties and release of claims provided for in the Parties' PAGA Settlement Agreement ("Settlement Agreement," or "Settlement"), attached as Exhibit 2 to the Declaration of Cody Payne.

2. Final judgment is hereby entered in conformity with the Settlement. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. This Court has jurisdiction over the subject matter of this Action, and over all Parties to this Action, including Plaintiff Ramona Alcantar ("Plaintiff"), the State of California, and all Aggrieved Employees.

4. The Court designates Phoenix Settlement Administrators as the third-party Settlement Administrator ("the Settlement Administrator") for mailing the Aggrieved Employees cover letters, distribution of the Settlement Fund, and other duties set forth in the Settlement.

5. Within fourteen (14) calendar days after the Effective Date, Defendant Chunwei, Inc. ("Defendant") will provide the Settlement Administrator with information for Aggrieved Employees, including each Aggrieved Employee's full name, last known mailing address, Social Security number, and number of pay periods worked during the Settlement Period.

6. Within the time limits set forth in the Settlement Agreement, Defendant is hereby ordered to deposit the Settlement Fund of Eighty-Eight Thousand Dollars and Zero Cents (\$88,000.00) with the Settlement Administrator. Specifically, within thirty (30) days after January 17, 2022, i.e., February 16, 2022, Defendant will deposit Twenty Thousand Dollars (\$20,000) of the Settlement Fund into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendant will deposit an additional Ten Thousand Dollars and Zero Cents (\$10,000.00) within thirty (30) days of its initial payment. Defendant will then pay the remaining Fifty-Eight Thousand Dollars and Zero Cents (\$58,000.00) in twelve monthly installments of Five

1 Thousand Dollars and Zero Cents (\$5,000.00) for the first eleven months and Three Thousand
2 Dollars and Zero Cents (\$3,000.00) for the last and final payment.

3 7. Within seven (7) calendar days of the full funding of the Settlement, the Settlement
4 Administrator shall distribute the Settlement Fund as provided in the Settlement and set forth below:

- 5 a. Thirty-Five Thousand Two Hundred Dollars and Zero Cents (\$35,200.00) to Plaintiff's
6 Counsel for attorneys' fees, which is forty percent (40%) of the Settlement Fund, and
7 attorneys' costs in the amount of Six Thousand Nine Hundred Four Dollars and Zero
8 Cents (\$6,904.00), from the Settlement Fund as final payment for and complete
9 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Plaintiff's
10 Counsel related to the Action;
- 11 b. Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Ramona Alcantar
12 ("Enhancement Payment") from the Settlement Fund, to compensate her for her services
13 in prosecuting the Action and performing work in support of the Action;
- 14 c. Two Thousand One Hundred Fifty Dollars and Zero Cents (\$2,150.00) to the Settlement
15 Administrator, Phoenix Settlement Administrators, from the Settlement Fund for
16 administration expenses incurred by the Settlement Administrator ("Settlement
17 Administration Costs"); and
- 18 d. The PAGA Penalties Fund remaining after the deduction of Plaintiff's Enhancement
19 Payment, Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement
20 Administration Costs (\$33,746.00), shall be distributed to the California Labor and
21 Workforce Development Agency ("LWDA") and Aggrieved Employees. 75% of the
22 PAGA Penalties Fund (\$25,309.50) shall be distributed to the LWDA. 25% of the PAGA
23 Penalties Fund (\$8,436.50) shall be distributed to the Aggrieved Employees on a *pro*
24 *rata* basis based on the number of pay periods worked by each Aggrieved Employee
25 during the Settlement Period. The Settlement Administrator shall mail each Aggrieved
26 Employee their Individual PAGA Payment check along with the Notice attached to the
27 Settlement Agreement as Exhibit A.

28 8. All checks to Aggrieved Employees shall remain valid and negotiable for 180 days
from the date of their issuance. If any checks are not cashed within 180 days of mailing, those funds

1 shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed
2 Property Law, California Code of Civil Procedure § 1500, et seq. in the names of those Aggrieved
3 Employees who did not cash their checks until such time they claim their property.

4 9. Upon the date the Court enters Judgment, Plaintiff, the Aggrieved Employees, the
5 LWDA, and the State of California, shall discharge Defendant Chunwei, Inc. and its past, present
6 and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents,
7 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
8 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers
9 (“Released Parties”) from any and all claims for the recovery of civil penalties, attorneys’ fees and
10 costs permissible under PAGA, whether known or unknown, which Plaintiff and/or the Aggrieved
11 Employees had, or may claim to have, against Released Parties, arising out of the violations alleged
12 in the Complaint or the PAGA Notice, including unpaid straight and overtime wages (including any
13 work off-the-clock), failure to pay employees all minimum wages and overtime wages owed
14 including by failing to pay all overtime and double time at the correct regular rate of pay, failure to
15 provide compliant meal and rest breaks, failure to pay them all premium wages owed for short, late
16 or missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to
17 timely pay wages within the times permissible under Labor Code section 204; failure to provide
18 complete and accurate wage statements; failure to keep complete and accurate payroll records;
19 failure to pay vacation time; failure to pay sick time; violations of Labor Code sections 201, 202,
20 203, 204, 226(a), 226.7, 227.3, 245.5, 246(i), 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1,
21 1198, and IWC Wage Orders (“Released Claims”). The release of the Released Claims shall extend
22 for the duration of the Settlement Period. Aggrieved Employees cannot opt out of or object to the
23 Release.

24 10. The Court finds that Plaintiff gave notice to the LWDA and to Defendant of her
25 intention to pursue claims for civil penalties under PAGA arising out of the facts and legal theories
26 alleged in the Complaint, that the LWDA did not give notice that it intended to investigate these
27 claims within 65 days of receiving Plaintiff’s notice, and that Plaintiff is therefore authorized to
28 pursue these claims on behalf of the LWDA. The Court further finds that Plaintiff gave notice of
this proposed settlement of those claims under PAGA to the LWDA in accordance with Labor Code

1 section 2699(1)(2), and that the LWDA has not expressed any objection to the proposed settlement.
2 Accordingly, this Judgment also bars the LWDA, or any other agency of the State of California, or
3 any person acting on its behalf, from collecting any penalties due to any of them, or any unpaid
4 wages due to Aggrieved Employees, to the extent those penalties or unpaid wages arise out of the
5 Released Claims or the facts giving rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-
6 986 (2009).

7 11. Plaintiff's Counsel is directed to submit a copy of this Order and Judgment to the
8 California Labor and Workforce Development Agency within ten (10) calendar days of entry of the
9 Judgment.

10 12. Without affecting the finality of this Order and Judgment, the Court shall retain
11 continuing jurisdiction over this action and the parties, and over all matters pertaining to the
12 implementation and enforcement of the terms of the Settlement Agreement pursuant to Civil
13 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
14 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
15 Agreement shall be presented to the Court for resolution.

16 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

17
18 DATED: 11/14/2022



A handwritten signature in black ink, appearing to read "Theresa M. Traher", is written over a horizontal line.

19 Theresa M. Traher / Judge
20 JUDGE OF THE SUPERIOR COURT
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