

05/27/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: O. Chavez Deputy

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on behalf of himself and others similarly situated

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Attorneys for DEFENDANT PRL GLASS SYSTEMS, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

NOEL LANDEROS on behalf of himself and
all other current and former aggrieved
California-based hourly non-exempt
employees,

Plaintiff,

v.

PRL GLASS SYSTEMS, INC.; and DOES 1
to 100, inclusive,

Defendants.

Case No.: 20STCV38400

*[Assigned for all purposes to the Honorable
Judge Holly Fujie, Dept. 56]*

**JOINT STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA"); ~~PROPOSED~~ ORDER AND
JUDGMENT THEREON**

*[Filed Concurrently with the Declaration of
Vincent C. Granberry in Support Thereof]*

1 PLAINTIFFS NOEL LANDEROS (“Plaintiff”) and Defendant PRL GLASS
2 SYSTEMS, INC. (“Defendant”) (collectively, “the Parties”), by and through their respective
3 counsel of record, hereby stipulate and agree as follows:

4 **WHEREAS**, on July 31, 2020, Plaintiff Landeros submitted a letter to the California
5 Labor and Workforce Development Agency (“LWDA”) to notify the LWDA pursuant to the
6 Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”) of
7 Plaintiff’s intent to seek civil penalties under PAGA for violations of Labor Code §§ 201, 202,
8 203, 226, 226.3, 226.7, 510, 512, 1194, 1197, and 1198.

9 **WHEREAS**, on October 6, 2020, Plaintiff filed a representative PAGA action
10 complaint alleging a single claim pursuant to PAGA for the following claims against
11 Defendant: 1) failure to pay wages for all hours worked at minimum wage; 2) failure to pay
12 wages for all hours worked at overtime wage; 3) failure to provide meal periods; 4) failure to
13 provide rest periods; 5) failure to provide complete and accurate wage statements; 6) failure to
14 pay all wages due and owing upon separation of employment; and 7) failure to provide suitable
15 seats (“the Action”);

16 **WHEREAS**, the Parties agreed to attend a private mediation session with mediator Todd
17 A. Smith;

18 **WHEREAS**, in advance of the mediation, the Parties agreed to engage in informal
19 discovery. The Parties subsequently exchanged informal discovery, including: a substantial
20 sampling of the timekeeping and payroll records of the PAGA Group; information and
21 documentation concerning the claims set forth in the Litigation, such as Defendant’s employee
22 handbooks and policies and procedures regarding the payment of wages, meal and rest breaks,
23 and time keeping; facility layout and distance measurements of time clocks relative to break
24 rooms; information regarding the number of putative PAGA Group members and the number
25 of current versus former employees; and the total workweeks and pay periods worked by the
26 PAGA Group;

27 ///

28 ///

1 **WHEREAS**, on January 15, 2021, the Parties attended an all-day mediation with
2 experienced wage-and-hour mediator Todd A. Smith and reached an agreement in principal to
3 resolve the Action;

4 **WHEREAS**, the Parties concluded that there were benefits associated with settling the
5 matters, and concluded, after taking into account the sharply disputed factual and legal issues
6 involved in this litigation, the risks associated with further prosecution, the substantial benefits
7 to be received pursuant to the compromise and settlement of the PAGA representative penalty
8 claims as set forth in the Settlement Agreement, and that settlement on the terms set forth therein
9 is in the best interest of the Plaintiff, the LWDA, the Aggrieved Employees covered by PAGA,
10 and Defendant, and is fair and reasonable;

11 **WHEREAS**, Defendant denies any liability or wrongdoing of any kind associated with
12 the claims alleged in the action; Defendant further denies that this action is appropriate for
13 PAGA representative treatment for any purpose other than settling this case; Defendant
14 contends, that it has complied at all times with the California Labor Code, the related California
15 Wage Orders, and the California Business & Professions Code, all other state wage laws, and
16 further contends that this case is without merit; Defendant has denied and continues to deny
17 each and every material factual allegation and alleged claim asserted against it in this case and
18 denies that Plaintiff or any other alleged aggrieved employee has been harmed based on the
19 allegations raised by Plaintiff;

20 **WHEREAS**, the Parties have reached a settlement of the claims of the Aggrieved
21 Employees who are defined as: all persons within the State of California who are or were
22 employed by Defendant as hourly, non-exempt employees in the State of California at any time
23 within the time period from July 31, 2019 to March 15, 2021. According to the informal
24 discovery conducted in advance of the mediation in this matter, Plaintiff's counsel and expert
25 witness analyzed sample time records for twenty (20%) of the 511 employees of Defendant
26 during the period from approximately, July 31, 2019 through July 2020. The estimated pay
27 periods through mediation were estimated to be 30,123;
28

1 **WHEREAS**, thereafter, Parties negotiated and finalized the terms of a settlement
2 memorialized in a long-form Stipulation of PAGA Resolution (the “Settlement Agreement”); a
3 true and correct copy of the fully executed Settlement Agreement is to the concurrently filed
4 Declaration of Vincent C. Granberry in Support (“Granberry Dec.”) as **Exhibit 1**.

5 **WHEREAS**, any settlement of a PAGA action brought by an aggrieved employee must
6 be approved by the court. Lab. Code § 2699(1)(2); in 2009, the California Supreme Court held
7 that an aggrieved employee's representative action brought on behalf of the state and other
8 aggrieved employees against an employer for PAGA violations *does not* need to meet the
9 requirements for class certification nor does there need to be notice to the other employees.
10 *Arias v. Superior Court*, 46 Cal.4th 969, 975; thus, the Court simply reviews the settlement
11 and approves it if it is deemed to be fair and reasonable. *See Gutilla v. Aerotek, Inc.*, 2017 WL
12 2729864, at *3 (E.D. Cal. Mar. 2017) (“the court will approve a settlement of PAGA claims
13 upon a showing that the settlement terms (1) meet the statutory requirements set forth by PAGA,
14 and (2) are fundamentally fair, reasonable, and adequate in view of PAGA’s public policy
15 goals.”); *see also Rincon v. W. Coast Tomato Growers, LLC*, 2018 WL 828104, at *2 (S.D. Cal.
16 2018) (same);

17 **WHEREAS**, the Parties seek to obtain the Court’s approval of the settlement terms and
18 resolve this matter in the most efficient manner possible; and

19 **WHEREAS**, for the reasons set forth in the supporting declaration of Vincent C.
20 Granberry, the PAGA settlement obtained here, including a gross PAGA settlement amount of
21 \$450,000, is fair and reasonable.

22 **THEREFORE, IT IS HEREBY STIPULATED AND PROPOSED BY THE**
23 **PARTIES HERETO AS FOLLOWS:**

24 The Parties stipulate and jointly request that the Court approve the following terms of
25 the fully-executed Settlement Agreement which includes the following key terms:

- 26 1. “Aggrieved Employees” or “PAGA Group” is defined as all persons within the
27 State of California who are or were employed by Defendant as hourly, non-
28

exempt employees in the State of California at any time during the PAGA Period
(Settlement Agreement § I.N.);

2. “PAGA Period” or “Settlement Period” is defined as the time period from July
31, 2019 to March 15, 2021. (Settlement Agreement § I.P.);

3. “Settlement Amount” refers to the Four Hundred Fifty Thousand dollars and
zero cents (\$450,000.00) which shall be paid by Defendant, and from which all
Net Settlement Payments, Court approved attorneys’ fees and litigation costs
pursuant to Section X, Administrative Costs pursuant to Section VI,
enhancement to Named Plaintiff pursuant to Section XI, and distribution to the
LWDA pursuant to Section VIII(C) shall be paid, except as provided (Settlement
Agreement §I.U.):

a. Plaintiff’s Counsel shall not seek or receive, an amount in excess of One
Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) which
represents 33 1/3% of the Settlement Amount for all past and future
attorneys’ fees necessary to prosecute, settle, and administer the
Litigation and this Resolution (Settlement Agreement § X);

b. Plaintiff’s Counsel shall not seek or receive, an amount in excess of
Twelve Thousand Five Hundred Dollars (\$12,500.00) (Settlement
Agreement § X);

c. Charges and expenses of the Settlement Administrator, estimated to be
Nine Thousand Dollars (\$9,000.00), will be paid from the Settlement
Amount. Any charges and expenses of the Settlement Administrator
greater than the allocated Nine Thousand Dollars (\$9,000.00) will come
from the Settlement Amount (Settlement Agreement §VI);

4. No Ability to Object or Opt-Out. The alleged Aggrieved Employees are not
permitted to opt-out or object to the Settlement Agreement. *See Robinson v.
Southern Counties Oil Co.* (August 13, 2020), First Appellate Dist. A158791;

- 1 6. The Net Settlement Amount shall be characterized as 100% civil penalties. The
2 Settlement Administrator shall pay seventy-five percent (75%) of the Net
3 Settlement Amount to the LWDA. (Settlement Agreement § XII.A.);
- 4 7. PAGA Notice and Payment Procedure:
- 5 a. As soon as practicable following Approval of the Resolution, but no later
6 than twenty (20) business days after the Court's Approval, Defendant
7 will provide to the Settlement Administrator the PAGA List. The PAGA
8 List shall include a list of Aggrieved Employees including: (1) name; (2)
9 last known home address; (3) number of pay periods as a PAGA Group
10 member during the PAGA period; and (4) social security number.
11 (Settlement Agreement § I.O. & VII.A.1);
- 12 b. The Settlement Administrator shall run all the addresses provided
13 through the United States Postal Service NCOA database (which
14 provides updated addresses for any individual who has moved in the
15 previous four years who has notified the U.S. Postal Service of a
16 forwarding address) to obtain current address information. (Settlement
17 Agreement § VII.A.2.);
- 18 c. Within thirty (30) business days after the Settlement Administrator's
19 receipt of the PAGA List, the Settlement Administrator will mail the
20 Notice of PAGA Resolution together with a settlement payment to all
21 PAGA Group members by first-class United States mail, postage
22 prepaid, with directions to the Postmaster to forward the Notice and
23 return all undeliverable Notices to the Settlement Administrator. For
24 each Notice of PAGA Resolution and settlement payment that is returned
25 as undeliverable, the Settlement Administrator shall promptly attempt to
26 locate the Aggrieved Employee by performing an additional skip trace
27 and shall re-mail the Notice of PAGA Resolution and settlement check
28 no later than ten (10) calendar days following receipt of the undeliverable

1 Notice of PAGA Resolution. The Notice of PAGA Resolution will be
2 provided in English and Spanish (Settlement Agreement § VII.A.3.);

3 d. Defendant will deposit the Settlement Amount within twenty (20)
4 business days of its receipt of a notice of entry of the Court's Approval
5 order (Settlement Agreement § VIII.B.1.);

6 e. The Net Settlement Amount will be subdivided as follows: 75% of the
7 payment will be paid to the Labor and Workforce Development
8 Agency and 25% will be paid to Aggrieved Employees. Members of
9 the PAGA Group will receive a lump sum payment in an amount
10 determined by the Settlement Administrator in accordance with the
11 provisions of this Agreement. The lump sum payment to each member
12 of the PAGA Group will be determined by dividing the Net Settlement
13 Amount by the total number of pay periods worked by all members of
14 the PAGA Group during the Settlement Period (the "Pay Period
15 Amount") and then multiplying the Pay Period Amount by the number
16 of pay periods worked by the individual PAGA member (Settlement
17 Agreement §§ I.K. & VIII.A.1-2);

18 f. The settlement checks will specifically indicate that they are void if not
19 negotiated within one hundred eighty 180 days of their issuance. Any
20 settlement checks that remain uncashed one hundred eighty (180) or
21 more calendar days after issuance by the Settlement Administrator shall
22 be voided. The Settlement Administrator will remit the entire amount of
23 each PAGA Group member's uncashed Individual Settlement Payment
24 to the California State Controller for deposit in the Unclaimed Property
25 Fund in the name of the PAGA Group member to whom the uncashed
26 Individual Settlement Payment was drafted. (Settlement Agreement §
27 VIII.B.4.); and
28

1 g. The Settlement Administrator shall cause the Court approved
2 enhancement to Named Plaintiff, attorneys' fees, litigation costs, and
3 LWDA Payment to be paid at the same time and manner as the
4 Settlement Payments to the PAGA Group (i.e., Within thirty (30)
5 business days after the Settlement Administrator's receipt of the PAGA
6 List) (Settlement Agreement § VIII.C.).

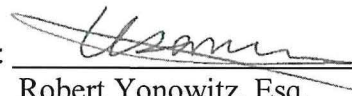
7 Dated: May 27, 2021

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

9 By: 
10 Joseph Lavi, Esq.
11 Vincent C. Granberry, Esq.
12 Courtney Miller, Esq.
13 Melissa A. Huether, Esq.
14 Attorneys for PLAINTIFF
15 NOEL LANDEROS

16 Dated: May 27, 2021

Respectfully submitted,
FISHER & PHILLIPS LLP

17 By: 
18 Robert Yonowitz, Esq.
19 Usama Kahf, Esq.
20 Rebecca S. King, Esq.
21 Attorneys for DEFENDANT PRL
22 GLASS SYSTEMS, INC.

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

NOEL LANDEROS on behalf of himself
and all other current and former aggrieved
California-based hourly non-exempt
employees,

Plaintiff,

v.

PRL GLASS SYSTEMS, INC.; and DOES 1
to 100, inclusive,

Defendants.

Case No.: 20STCV38400

*[Assigned for all purposes to the Honorable
Judge Holly Fujie, Dept. 56]*

**[PROPOSED] ORDER GRANTING JOINT
STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") AND JUDGMENT**

Pursuant to Stipulation by the parties and good cause appearing:

Having considered the Parties submissions, and all legal authorities and documents
submitted in support thereof, including the Stipulation of PAGA Resolution (the "Settlement
Agreement") attached to the Granberry Dec. as **Exhibit 1**, and good cause appearing,

HEREBY ORDEERS AND ENTERS JUDGMENT, as follows:

1. All terms used herein shall have the same meaning as defined in the Settlement
Agreement attached to the Granberry Dec. as **Exhibit 1**;

2. The Court hereby approves the terms set forth in the Settlement Agreement and
finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that
the Settlement Agreement has been reached as a result of informed and non-collusive arm's-
length negotiations. The Court further finds that the Parties were able to reasonably evaluate
their respective positions. The Court also finds that settlement now will avoid additional and
potentially substantial litigation costs, as well as delay and risks if the Parties were to continue
to litigate the case. The Court has reviewed the monetary recovery being provided as part of
the Settlement and recognizes the significant value accorded to the Aggrieved Employees;

1 3. The Settlement Agreement is not an admission by Defendant or by any other of
2 the Released Entities, nor is this Order a finding of the validity of any allegations or of any
3 wrongdoing by any Defendant or any other Released Entities. Neither this Order, the
4 Settlement Agreement, nor any document referred to herein, nor any action taken to carry out
5 the Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
6 wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of
7 the other Released Entities;

8 4. Defendant shall pay the Aggrieved Employees pursuant to the procedure
9 described in the Settlement Agreement;

10 5. The Court hereby confirms Lavi & Ebrahimian, LLP as PAGA Counsel;

11 6. The Court hereby awards attorneys' fees in the amount of 33 1/3% of the
12 Settlement Amount, which is \$150,000.00 in attorneys' fees and \$10,141.81 in attorneys' costs.
13 The payment of fees to PAGA Counsel shall be made in accordance with the terms of the
14 Settlement;

15 7. The Court further orders, adjudges and decrees that upon the approval by the
16 Court of this Settlement, Plaintiff, as a representative of the State of California, and the State
17 of California will release any and all claims and causes of action, known or unknown,
18 contingent or accrued, against Defendant, Defendant's parents, subsidiaries, affiliates, their
19 insurers, attorneys, shareholders, executives, managers, and all agents thereof (collectively
20 "Released Entities"), arising out of the facts and claims asserted in the Litigation for civil
21 penalties under the Private Attorney General Act of 2004 Cal. Lab. Code § 2698 based upon
22 the facts alleged, for violations of the California Labor Code governing: meal and rest breaks;
23 unpaid wages, including minimum wages, regular wages, overtime, and double time wages,
24 and all theories for or related to nonpayment of such wages; wage statement violations;
25 separation pay violations; suitable seating; and any other penalties which could be asserted
26 based on the allegations alleged against Defendant in Plaintiff's LWDA letter and the
27 Litigation.
28

1 8. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the settlement, and any and all claims, asserted in, arising
3 out of, or related to the subject matter of the lawsuit, including but not limited to all matters
4 related to the settlement and the determination of all controversies relating thereto.

5 05/27/2021



Holly J. Fujie

6 Date: _____, 2021

By: _____
Hon. Holly Fujie

Holly J. Fujie / Judge

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On May 27, 2021, I served the foregoing document, described as:

**“JOINT STIPULATION REQUESTING APPROVAL OF SETTLEMENT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”); [PROPOSED]
ORDER AND JUDGMENT THEREON”**

on all interested parties in this action as follows:

Robert Yonowitz, SBN 132081
Usama Kahf, SBN 266443
Rebecca S. King, SBN 305902
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
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E: rking@fisherphillips.com

Attorneys for Defendant
PRL GLASS SYSTEMS, INC.

☒ **(BY MAIL)** As follows:

I placed such envelope, with postage thereon prepaid, in the United States mail at Los Angeles, California. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles, California, in the ordinary course of business. I am aware that, on motion of the party served, service is presumed invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

☐ **(BY ELECTRONIC SERVICE)** Pursuant to California Rules of Court Rule 2.251, Code of Civil Procedure section 1010.6, and the Court Order Authorizing Electronic Service, I sent such document via use of CASEANYWHERE.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the attorney at the offices of the addressee.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct. Executed on May 27, 2021, at Beverly Hills, California.


J. Cesar Flores