

FILED
Superior Court of California
County of Los Angeles

04/27/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

KELSEY JONES, ZOE MUNOZ, CORI) Case No.: 20STCV39038
BRATSBY-RUDD, on behalf of)
themselves and all "aggrieved)
employees" pursuant to Labor)
Code § 2698 et seq.,)
) JUDGMENT
Plaintiff,)
)
vs.)
)
PEACE OVER VIOLENCE, a)
California domestic nonprofit,)
PATRICIA O. GIGGANS, an)
individual, and DOES 1 through)
10, inclusive,)
)
Defendants.)

The Court finds as follows:

1 A. The Court granted preliminary approval of the Amended
2 Settlement Agreement ("Settlement Agreement") and certified a
3 provisional settlement class on September 28, 2022.

4 B. The Court granted final approval of the Settlement
5 Agreement on April 27, 2023, certified the settlement class,
6 with one opt-out, Payal Sinha, and found that the Settlement
7 Agreement was fair, adequate and reasonable.

8 C. The Court defined the following:

9 "Settlement Class" or "Settlement Class Members": all
10 current and former non-exempt, hourly paid employees who worked
11 in California for Defendant Peace Over Violence at any time
12 during the Class Period. (Amended Settlement Agreement, ¶1.Z)

13 "Class Period": October 13, 2016 up to and including
14 December 31, 2021. (¶1.D)

15 "Aggrieved Employees": all Class Members who worked for
16 Defendant in the State of California during the PAGA Period.
17 (¶1.B)

18 "PAGA Period": July 24, 2019 through December 31, 2021.
19 (¶1.Q)

20 IT IS ORDERED, ADJUDGED AND DECREED as follows:

21 1. Plaintiffs Kelsey Jones, Zoe Munoz, and Cori Bratby-
22 Rudd on behalf of themselves and all "aggrieved employees"
23 pursuant to Labor Code § 2698 et seq., shall take from
24 Defendants Peace Over Violence and Patricia O. Giggans, as set
25

1 forth in the Parties' Settlement Agreement and the Court's
2 Approval Order entered April 27, 2023.

3 2. Defendants shall pay Plaintiffs the Gross Settlement
4 Amount (GSA) of \$135,000. The Net Settlement Amount is the GSA
5 minus the following:

6 a. \$45,000 for attorney fees to Class Counsel, 60%
7 to Gaines & Gaines and 40% to Tojarieh Law Firm, PC (Gaines &
8 Gaines responsible for all costs.)

9 b. \$8,371.51 for attorney costs to Class Counsel,
10 Gaines & Gaines;

11 c. \$7,500 for incentive award to the class
12 representatives, Kelsey Jones, Zoe Munoz and Cori Bratsby-Rudd
13 (\$2,500 each);

14 d. \$4,000 for settlement administration costs to
15 Simpluris, Inc.;

16 e. \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA.

17 Defendant will be separately responsible for its portion of
18 payroll taxes in addition to the GSA.

19 3. Releases: Effective only upon the entry of an Order
20 granting Final Approval of the Settlement, entry of Judgment,
21 and payment by Defendants to the Third-Party Administrator
22 selected of the full Gross Settlement Amount and Employers'
23 Taxes necessary to effectuate the Settlement, Plaintiffs and all
24 Participating Class Members waive, release, discharge, and
25

1 promise never to assert in any forum against the Released
2 Parties all claims against the Released Parties asserted in the
3 Complaint on file in the Action, or any and all claims that may
4 be asserted against the Released Parties based on the factual
5 allegations in the Complaint on file in the Action, which arose
6 during employment in a non-exempt, hourly paid position in
7 California during the Class Period as follows: (a) all claims
8 for failure to pay overtime wages; (b) all claims for failure to
9 pay minimum wages; (c) all claims for failure to provide
10 compliant meal and rest periods and associated premium pay; (d)
11 all claims for the failure to timely pay wages earned; (e) all
12 claims for the failure to timely pay wages upon termination;
13 (f) all claims for failure to keep adequate or accurate time
14 records; (g) all claims for failure to indemnify employees for
15 costs incurred in furtherance of their work duties; (h) all
16 claims for non-compliant wage statements; and (i) all claims
17 asserted through California Business & Professions Code § 17200
18 et seq. arising out of the Labor Code violations referenced in
19 the Complaint. (¶6.A)

21 Release by Aggrieved Employees: Effective only upon the
22 entry of an Order granting Final Approval of the Settlement,
23 entry of Judgment, and payment by Defendants to the Third-Party
24 Administrator selected of the full Gross Settlement Amount and
25 Employers' Taxes necessary to effectuate the Settlement,

1 Plaintiffs and the Aggrieved Employees waive, release,
2 discharge, and promise never to assert in any forum against the
3 Released Parties all claims against the Released Parties arising
4 under PAGA which were asserted in the Complaint on file in the
5 Action, or any and all PAGA civil penalty claims that may be
6 asserted against the Released Parties based on the factual
7 allegations in the Complaint on file in the Action, which arose
8 during employment in a non-exempt, hourly paid position in
9 California during the PAGA Period, including all PAGA claims for
10 civil penalties arising out of Labor Code Sections 201-202, 204,
11 226(a), 226.3, 226.7, 510, 512, 551, 552, 558, 558.1, 1194,
12 1194.2, 1197, 2802 and 2699 based on the factual allegations and
13 Labor Code sections alleged to have been violated in the PAGA
14 Notice, Amended PAGA Notice, and the Complaint filed in the
15 Action. This release shall be effective even if the Aggrieved
16 Employee requests exclusion from the class. (§6.B)

18 "Released Parties" shall mean Defendants and each of their
19 past, present, and future respective subsidiaries, dba's,
20 affiliates, parents, insurers and reinsurers, and company
21 sponsored employee benefit plans of any nature and their
22 successors and predecessors in interest, including all of their
23 officers, directors, shareholders, employees, agents,
24 principals, heirs, representatives, accountants, auditors,
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1 consultants, attorneys, administrators, fiduciaries, trustees,
2 and agents. (§1.U)

3 Named Plaintiffs Kelsey Jones, Zoe Munoz, and Cori Bratby-
4 Rudd, provide a general release and 1542 waiver. (§6.C)

5 4. All uncashed settlement funds, plus interest, must be
6 paid to Los Angeles Regional Food Bank, a cy pres.

7 5. Pursuant to California Rules of Court, Rule 3.769(h),
8 the Court retains jurisdiction over the parties with respect to
9 enforcement of this Judgment under California Code of Civil
10 Procedure Section 664.6.
11

12 CLERK TO GIVE NOTICE.

13 DATED: April 27, 2023



14 *Yvette M. Palazuelos*

15 YVETTE M. PALAZUELOS
16 JUDGE OF THE SUPERIOR COURT
17 Yvette M. Palazuelos / Judge
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