

1 Michael Nourmand, SBN 198439
2 James A. DeSario, SBN 262552
3 THE NOURMAN LAW FIRM, APC
4 8822 West Olympic Blvd
5 Beverly Hills, California 90211
6 Telephone: (310) 553-3600
7 Facsimile: (310) 553-3603

8 Attorneys for Plaintiffs, LEONOR
9 ANGUIANO and GUADENCIO
10 ALVARADO GARCIA, on behalf of
11 themselves and others similarly situated

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

11 LEONOR ANGUIANO and GAUDENCIO
12 ALVARDO GARCIA, on behalf of themselves
13 and all others similarly situated,

14 Plaintiff,

15 v.

16 EARLY MORNING LLC, a Delaware limited
17 liability company, doing business as, WEEKS
18 ROSES; H&R LABOR CONTRACTING, LLC, a
19 California limited liability company; and DOES 1
20 through 100, inclusive,,

21 Defendants.

FILED
KERN COUNTY SUPERIOR COURT
8/22/2022
BY Dickey, Leslie
DEPUTY

Case No. BCV-19-102171

**~~PROPOSED~~ AMENDED ORDER
AND JUDGMENT APPROVING
PAGA SETTLEMENT**

Assigned to: Hon. Eric Bradshaw
Dept.: J
Complaint Filed: 8/2/2019
Trial Date: not yet set

Date: June 8, 2022
Time: 8:30 a.m.
Dept.: J

22 Plaintiff, Gaudencio Alvarado Garcia's Motion for Approval of PAGA Settlement
23 ("Motion") came on regularly for hearing on June 8, 2022. After full consideration of Plaintiff's
24 Motion and supporting Declaration and exhibits thereto, including the PAGA and Individual
25 Settlement Agreement ("Settlement Agreement"), and good cause appearing therefore, the Court
26 hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

27 ///

28 ///

1 1. The Motion for Approval of PAGA Settlement is hereby granted in its entirety.

2
3 2. All terms used herein shall have the same meaning as defined in the Settlement
4 Agreement attached as Exhibit 1 to the Declaration of Michael Nourmand.

5
6 3. This Court has jurisdiction over the subject matter of this litigation and over all
7 Parties to this litigation, including all PAGA Members.

8
9 4. The settlement resolves the PAGA action brought on behalf of Aggrieved
10 Employees or PAGA Members defined as follows: All individuals who worked for Defendant as
11 a non-exempt hourly employee and assigned to work at Early Morning LLC locations within the
12 State of California during the period of August 28, 2019 through January 3, 2021.

13
14 5. Pursuant to Labor Code §2699 *et seq.*, the Court finds that the settlement is fair,
15 adequate, and reasonable and that it furthers PAGA's objectives.

16
17 6. The Court appoints Gaudencio Alvarado Garcia as the PAGA representative for
18 settlement purposes only.

19
20 7. The Court appoints Michael Nourmand, Esq. and James A. De Sario, Esq. of The
21 Nourmand Law Firm, APC as counsel for the Aggrieved Employees for settlement purposes only.

22
23 8. The Court appoints Simpluris as the Settlement Administrator.

24
25 9. The Court approves, as to form and content, the Notice of PAGA Settlement
26 ("Notice") attached as Exhibit 1 to the Settlement Agreement.

27 ///

28 ///

1 10. The Court approves the Gross Settlement Fund of \$75,667.41 and orders it to be
2 distributed, in accordance with the procedure set forth in the Settlement Agreement, as follows:

- 3 a. The sum of \$26,483.59 shall be allocated as reasonable attorneys' fees to
4 be paid to The Nourmand Law Firm, APC.
- 5 b. The sum of \$3,382.23 shall be allocated as reasonable litigation costs and
6 paid to The Nourmand Law Firm, APC.
- 7 c. The sum of \$2,500 shall be paid to Gaudencio Alvarado Garcia as an
8 enhancement award for serving as PAGA representative in the action.
- 9 d. The sum of \$3,995 shall be paid to Simpluris, Inc. for its services in
10 administering the settlement.
- 11 e. The sum of \$5,000 shall be paid to Gaudencio Alvarado Garcia in
12 exchange of the release of his wage claims against Defendant.
- 13 f. After deducting the above amounts, the Court approves the remaining Net
14 Settlement Amount of \$34,306.59 for PAGA penalties and orders 75%
15 (\$25,729.94) of the sum to be paid to the California Labor and Workforce
16 Development Agency and 25% (\$8,576.65) to be paid to the PAGA
17 Members pursuant to Labor Code §2699(i), which shall be distributed to
18 PAGA Members in accordance with the formula set forth in paragraph 37
19 of the Settlement Agreement.

20

21 11. The Court directs the mailing of the Notice, as referenced in paragraph 9 above, by
22 first-class mail to the Aggrieved Employees in accordance with the procedures set forth in the
23 Settlement Agreement and this Order.

24

25 12. In consideration for the Gross Settlement Fund of \$75,667.41, the Aggrieved
26 Employees will release H&R Labor Contracting, LLC all of their current or former parent
27 companies, subsidiary companies and/or related companies, partnership, joint ventures, and, with
28 respect to each of them, all of their and/or such related entities' predecessors and successors, and,

1 with respect to each such entity, all of its past, present, and future employees, officers, partners,
2 principals, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers,
3 and any other persons acting by, through, under, or in concert with any of the persons or entities
4 listed herein and their successors and any individual or entity who could be liable for any of the
5 Released Claims (“Released Parties”) from any and all claims, rights, rights, or causes of action
6 seeking civil penalties under PAGA [Cal. Lab. Code §§ 2699, *et seq.*] predicated on the claims,
7 allegations, contentions, or representations asserted in the Action or the PAGA notice submitted
8 to the LWDA, dated August 28, 2020, during the PAGA Period, against Defendant, including, but
9 not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1194.2,
10 1197, 2698, and 2699 and the applicable IWC Orders that were alleged, or reasonably could have
11 been alleged, based on the facts in the Second Amended Complaint, including attorneys’ fees and
12 costs related thereto that arose during the PAGA Period (“Released Claims”).

13
14 13. The Court shall retain jurisdiction over the action, the parties and Aggrieved
15 Employees to the fullest extent to enforce and effectuate the terms and intent of the Settlement
16 Agreement. The Court shall also retain jurisdiction to enforce the Settlement Agreement pursuant
17 to Code of Civil Procedure §664.6.

18
19 14. This “Judgment” is intended to be a final disposition of the above captioned action
20 in its entirety. A case status conference is scheduled for March 8, 2023, 8:30 a.m., Div. J.

21
22 15. Pursuant to Labor Code §2699(1)(3), Plaintiff shall submit a copy of the Judgment
23 to the LWDA within ten days after entry of the Judgment.

24
25 **IT IS SO ORDERED.**

26
27 DATED: Signed: 8/22/2022 10:27 AM

28


Superior Court Judge

BCV-19-102171