

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

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

Plaintiff,

vs.

AAA FLAG & BANNER MFG. CO., INC.
; and DOES 1 to 100, inclusive,

Defendant.

Case No.: 20STCV47301

[ASSIGNED FOR ALL PURPOSES TO THE
HON. MEL RED RECANA, DEPT. 45]

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

Pursuant to Stipulation by the parties and good cause appearing:

Having considered the submissions of Plaintiff Fernando Acero ("Plaintiff") and Defendant AAA Flag & Banner Mfg. Co., Inc. ("Defendant") (collectively, the "Parties"), and all legal authorities and documents submitted in support thereof, including the Joint Stipulation of Settlement of PAGA Action (the "Settlement Agreement") attached to the Huether Dec. as **Exhibit 1**, and good cause appearing,

HEREBY ORDERS AND ENTERS JUDGMENT, as follows:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement attached to the Huether 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

1 to litigate the case. The Court has reviewed the monetary recovery being provided as part of
2 the Settlement and recognizes the significant value accorded to the Aggrieved Employees.

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

10 4. The entire Net PAGA Penalties (the remainder of the Settlement Amount after
11 deducting Plaintiff's counsel's fees (\$60,000.00) and costs (\$13,312.52) and the costs of
12 administration (no more than \$7,000.00) and Plaintiff's Service Payment (\$1,000.00) from the
13 \$180,000 Settlement Amount) shall be allocated for payment of civil penalties and shall be
14 distributed 75% to the LWDA and 25% to the Aggrieved Employees.

15 5. The Net PAGA Penalties shall be distributed to Aggrieved Employees pro rata
16 based on the number of pay periods worked by each Aggrieved Employee for Defendants during
17 the PAGA Period. "Aggrieved Employees" means all persons within the State of California who
18 are or were employed by Defendants as hourly, non-exempt employees in the State of California
19 at any time within the PAGA Period. "PAGA Period" means the time period from October 5,
20 2019 through August 31, 2022.

21 6. Defendants shall pay the Aggrieved Employees pursuant to the procedure
22 described in the Settlement Agreement.

23 7. The Court hereby confirms Lavi & Ebrahimian, LLP as Plaintiff's Counsel.

24 8. The Court hereby awards attorneys' fees in the amount of 33 1/3% of the Gross
25 Settlement Amount, which is \$60,000.00 in attorneys' fees and \$13,312.52 in attorneys' costs.
26 The payment of fees to Plaintiff's Counsel shall be made in accordance with the terms of the
27 Settlement.
28

1 9. The Court hereby awards Plaintiff Acero a Service Payment in the amount of
2 \$1,000.00. The payment to Plaintiff shall be made in accordance with the terms of the
3 Settlement.

4 10. The Court approves the Notice of PAGA Resolution attached as Exhibit A to the
5 Settlement Agreement.

6 11. All settlement checks will remain valid for 180 days after which the checks shall
7 become null and void, and any monies remaining in the distribution account shall be
8 transmitted to the California State Controller for deposit in the Unclaimed Property Fund in the
9 name of the PAGA Group member to whom the uncashed Net Settlement Payment was drafted.

10 12. Upon the Effective Date and payment of all funds due under this Settlement,
11 Plaintiff, Aggrieved Employees, and the State of California will be forever barred from
12 pursuing any and all claims for civil penalties under PAGA based on the factual allegations
13 alleged in the LWDA letters Plaintiff sent to the LWDA dated October 5, 2020 and December
14 9, 2020, and the Complaint, including but not limited to failure to provide meal periods; failure
15 to provide rest periods; failure to provide complete and accurate wage statements; failure to
16 timely pay earned wages during employment; failure to timely pay all wages due at time of
17 termination/resignation; and failure to maintain temperatures providing reasonable comfort;
18 Labor Code sections 201, 202, 203, 204, 226, 226.7, 512, 1198, 2698, *et seq.*, and 2699(a); and
19 applicable IWC Wage Orders (“PAGA Released Claims”). Upon entry of this Order, Plaintiff,
20 the State of California, and all Aggrieved Employees will be forever barred from pursuing any
21 and all of the PAGA Released Claims that arose during the PAGA Period against the Released
22 Parties. This release of claims only covers those civil penalties which are recoverable under
23 PAGA, and does not otherwise cover individual, underlying claims or causes of action that
24 Aggrieved Employees may have under the law against Released Parties for violations of the
25 California Labor Code.

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1 13. 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
6 Date: December 8, 2022



A handwritten signature in black ink, appearing to read "Mel Red Recana", is written over the judge's name and title.

By: _____ Mel Red Recana / Judge

Hon. Mel Red Recana
Judge of the Superior Court

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 November 15, 2022, 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:

*Attorneys for Defendant AAA FLAG & BANNER
MFG. CO., INC.:*

Jeffrey S. Ranen, Esq. (SBN 224285)
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LEWIS BRISBOIS BISGAARD & SMITH LLP
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Los Angeles, California 90071
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☒ **(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 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 November 15, 2022, at Beverly Hills, California.



Rubi Martinez