

DANIEL FRANCO, an individual, for the real  
party in interest, the State of California

Plaintiff,

v.

KINGS & CONVICTS BP LLC.; and DOES  
1 through 50,

Defendants.

Case No. 37-2021-00004476-CU-OE-CTL

Judge: Hon. Gregory W. Pollack  
Dept.: C-71

**[PROPOSED] JUDGMENT AND ORDER  
GRANTING PLAINTIFF'S UNOPPOSED  
EX PARTE APPLICATION FOR  
APPROVAL OF PAGA SETTLEMENT**

Judge: Hon. Gregory W Pollack  
Dept.: C-71  
Date: January 31, 2022  
Time: 8:30 a.m.

1 Plaintiff DANIEL FRANCO's Unopposed Ex Parte Notice and Ex Parte Application for  
2 Approval of PAGA Settlement ("Unopposed Ex Parte") pursuant to the Private Attorneys General  
3 Act of 2004, encoded in Cal. Labor Code section 2698 et. seq. (hereinafter "PAGA") was heard in  
4 Department C-71 of the above entitled Court on \_\_\_\_\_. On good cause shown, this  
5 Court rules as follows:

6 WHEREAS Plaintiff filed the instant Lawsuit against Defendant KINGS & CONVICTS BP  
7 LLC. on behalf of the State of California, pursuant to the PAGA, subsequent to giving written  
8 notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant as  
9 required by California Labor Code section 2699.3;

10 WHEREAS the operative Complaint in this case asserts representative claims for civil  
11 penalties under the PAGA for (1) violation of Labor Code sections 510 and 1194; (2) violation of  
12 Labor Code section 246; (3) violation of Labor Code sections 233 and 234; (4) violation of Labor  
13 Code section 227.3; (5) violation of Labor Code section 226(a)(1); (6) violation of Labor Code  
14 section 226(a)(5); (7) violation of Labor Code section 226(a)(9); (8) violation of Labor Code  
15 section 226(a); (9) violation of Labor Code sections 512, 226.7 and the IWC Wage Order; (10)  
16 violation of Labor Code section 226.7 and the IWC Wage Order; (11) violation of Labor Code  
17 section 204; (12) violation of Labor Code sections 201, 202, and 203; and (13) violation of Labor  
18 Code section 1197 and the applicable IWC Wage Order.

19 WHEREAS Defendant denies any wrongdoing and disputes Plaintiff's allegations.

20 WHEREAS the Parties desire to settle the Lawsuit solely for the purpose of avoiding the  
21 burden, time, expense and uncertainty of continuing litigation, and for the purpose of putting to rest  
22 the controversies engendered by the Lawsuit;

23 WHEREAS California Labor Code section 2699(l)(2) states that "[t]he superior court shall  
24 review and approve any settlement of any civil action filed pursuant to [PAGA];

25 WHEREAS the Court has reviewed and considered (1) the proposed Settlement Agreement,  
26 (2) the ex parte notice and application, (3) the declarations submitted in support thereof, and (4) the  
27 exhibit(s) attached to the declarations submitted therewith;

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Based thereon, the Court **HEREBY MAKES THE FOLLOWING FINDINGS:**

1. That all terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. That this Court has jurisdiction over the subject matter of the Lawsuit and over all Parties to the Lawsuit.

3. That the Settlement was entered into in good faith, that the Settlement is fair to those affected and that Plaintiff, by and through his Counsel, has satisfied the standards and applicable requirements for approval of a settlement of a claim brought under the PAGA (Cal. Labor Code § 2698 et. seq.).

**GOOD CAUSE APPEARING, it is HEREBY ORDERED THAT:**

1. The terms of the Settlement Agreement are fair to those affected, and therefore, are approved by the Court.

2. The Court grants Plaintiff's Unopposed Ex Parte Application for Approval of PAGA Settlement.

3. From the \$210,000 gross settlement, \$9,768.35 is to be allocated towards litigation costs, \$84,000 is allocated towards attorney's fees, and \$111,581.65 is allocated towards civil penalties under the PAGA.

4. As delineated in subdivision (i) of Labor Code section 2699, from the **\$111,581.65** allocated to civil penalties under the PAGA, 75%, or **\$83,686.24**, shall be paid to the LWDA "for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code"; and the remaining 25%, or **\$27,895.41**, shall be paid to the aggrieved employees.

4. All distributions shall be effectuated pursuant to the terms of the Settlement Agreement.

5. The Court hereby enters final Judgment in this case in accordance with the terms of the Settlement Agreement;

6. This document shall constitute a Judgment for purposes of Labor Code section 2699(1)(2)-(3); and

7. The Court retains jurisdiction over the interpretation, enforcement, and implementation of the Settlement Agreement and of this Order and Judgment.

**IT IS SO ORDERED**

DATED:

Honorable Gregory W. Pollack  
Judge of the Superior Court