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Attorneys for Plaintiffs

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

GRAHAM ARCHER, individually, and as a
representative of other aggrieved employees
under the Labor Code Private Attorney General
Act of 2004,

Plaintiff,

vs.

ONELEGACY, a California Corporation; and
DOES 1through 500, inclusive,

Defendants.

Case No.: 21STCV15113

Honorable Stephanie M. Bowick

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT**

Date: August 3, 2021

Time: 8:30 a.m.

Dept.: 19

Action Filed: 04/21/21

FILED
Superior Court of California
County of Los Angeles

08/03/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: R. Duarte Deputy

1 The Motion to Approve Settlement Pursuant to the Private Attorneys General Act
2 (“Motion”) came before this Court on August 3, 2021 at 8:30 a.m., the Honorable Stephanie M.
3 Bowick presiding.

4 The operative Complaint in the above-captioned lawsuit contains a single claim for
5 declaratory relief to enforce the rights of a California employee under the Private Attorneys
6 General Act of 2004 (“PAGA”), based on alleged violations of various Labor Code provisions
7 and to obtain Court approval of a pre-litigation settlement agreement reached between the Parties
8 on a putative PAGA claim.

9 The Court, having considered the Settlement, attached as Exhibit “A” to the Declaration
10 of Laurel N. Haag, including proposed PAGA penalties, embodied in the Settlement Agreement
11 (“Settlement” or “Settlement Agreement”) between Plaintiffs and Defendant, having considered
12 the papers filed in support of the Motion and any arguments of counsel, and good cause
13 appearing, pursuant to California Labor Code § 2698, *et seq.*, hereby approves the Settlement and

14 **ORDERS THE FOLLOWING:**

15 1. The Settlement, including the PAGA penalties sought, is approved as fair,
16 adequate, and reasonable under the circumstances. Defendant shall pay a total not to exceed
17 \$75,000 in connection with the Settlement which consists of the following amounts: (i)
18 \$25,000 to Plaintiff’s counsel, the Law Offices of Buchsbaum & Haag, LLP for attorney’s fees
19 and \$4,790.66 in litigation costs; (ii) \$5,000 shall be paid as an enhancement to the PAGA
20 representative, Plaintiff Graham Archer due to his efforts in representing the other Aggrieved
21 Employees and because he signed a general release; (iii) \$3,295 shall be paid to the third-party
22 settlement administrator Phoenix Settlement Administrators to administer the Settlement; (iv)
23 \$36,914.34 representing the Net Settlement Amount payable in the Settlement for PAGA civil
24 penalties. The Net Settlement Amount shall be allocated as follows: (1) \$27,685.76 shall be
25 paid to the California Labor Workforce Development Agency (“LWDA”) representing the
26 LWDA’s 75% share pursuant to Labor Code section 2699(i); and (2) \$9,228.58 shall be paid to
27 the Aggrieved Employees representing their 25% share pursuant to Labor Code section 2699(i),
28 to be distributed in the manner set forth in the Settlement.

1 2. Plaintiff, the LWDA, and the Aggrieved Employees as defined in the Settlement
2 Agreement are (to the fullest extent allowed under the law) bound by and deemed to have
3 conclusively released and forever discharged the Released Parties from the Released Claims, as
4 defined in the Settlement Agreement, regardless of whether they negotiate or cash their
5 settlement check and are hereby barred and enjoined from the institution or prosecution of any
6 and all Released Claims against the Released Parties.

7 3. Neither the Settlement, nor any terms of the Settlement Agreement, are an
8 admission of liability or of any alleged Labor Code violations by the Releasees, nor is the
9 Court's instant Order a finding of the validity of any claims in this action or of any wrongdoing
10 by any of the Releasees.

11 4. Judgment in this matter ^{may be} ~~is hereby~~ entered in accordance with the foregoing.

12 5. Without affecting the finality of this Order or the Judgment entered thereon, the
13 parties may stipulate to the Court retaining ~~Court retains~~ jurisdiction of all matters relating to the interpretation, administration,
14 implementation, effectuation and enforcement of this Order and the Settlement Agreement
15 pursuant to Cal Civ. Proc. Code section 664.6. There is no provision in the Settlement Agreement.

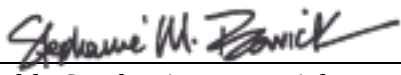
16 6. This Order ~~and Judgment~~ is intended to be a final disposition of this action in its
17 entirety, except for the Final Accounting Hearing described below, and entry of Judgment.

18 7. A Final Accounting Hearing on amounts distributed by the Settlement
19 Administrator pursuant to the Settlement and this Order is set for 11/22/2021 at 8:30 a.m.,
20 in Department 19 of the above-captioned court. Ten (10) calendar days before the Final
21 Accounting Hearing, the Settlement Administrator shall submit a declaration attesting to the
22 distribution of amounts pursuant to the Settlement. Plaintiff shall also submit a proposed judgment.

23 **IT IS SO ORDERED.**

An Order To Show Cause RE: Entry of Judgment is set for
December 16, 2021, at 9:00 a.m.

24
25 Dated: 08/03/2021



Honorable Stephanie M. Bowick
Los Angeles County Superior Court Judge