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Superior Court of California
County of Los Angeles

DEC -5 2024

David W. Slayton, Executive Officer/Clerk of Court
By: L. Gomez, Deputy

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

FREDY VERA CORONA, an individual, on
behalf of himself and others similarly situated,

Plaintiff,

vs.

EXQUISITE APPAREL CORP.; AFFLUENT
STAFFING, LLC; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21STCV02421

Assigned for All Purposes to:
Hon. Teresa A. Beaudet, Dept. 50

**[PROPOSED] ORDER AND
JUDGMENT GRANTING APPROVAL
OF SETTLEMENT OF ACTION FILED
PURSUANT TO PAGA AND
DETERMINATION OF GOOD FAITH
SETTLEMENT**

Date: October 15, 2024
Time: 10:00 a.m.
Dept.: 50
Res. No.: 597868769722

Action Filed: January 20, 2021
Trial Date: December 18, 2024

(JAB)

[PROPOSED] ORDER AND JUDGMENT

The Court, having considered the proposed Amended Settlement Agreement (“Settlement” or “Settlement Agreement”) between Plaintiff Fredy Vera Corona and Defendant Exquisite Apparel Corp. (“Defendant” or “Exquisite”) pursuant to Code of Civil Procedure Section 877.6 and Labor Code Section 2699(1) and Amended Motion for Determination of Good Faith Settlement and Approval of Private Attorneys General Act Representative Action Settlement (“Motion”) filed by Plaintiff, and good cause appearing, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

1. The Court finds that the Settlement Agreement described in the Motion was and is made and entered into in good faith between Plaintiff and Defendant Exquisite Apparel Corp. to the Settlement Agreement, within the meaning and effect of Code Civ. Proc. § 877.6.

2. The Court, for purposes of this Order and Judgment, refers to all defined terms as set forth in the Amended PAGA Settlement Agreement attached as **Exhibit 1** to the Declaration of David Alami in support of Plaintiff’s Motion (“Alami Declaration”).

3. In a settlement of a PAGA action brought by an aggrieved employee, the court must “review and approve” the settlement. Lab. Code, § 2699(1)(2). Pursuant to Labor Code 2699(v)(1)-(2) of the PAGA Reform Act, the amendments to the Private Attorneys General Act of 2004 (“PAGA”) shall apply to a civil action or a PAGA notice filed on or after June 19, 2024 and the instant action was filed on January 20, 2021. Thus, the Court applies the prior version of the PAGA (pre-PAGA Reform Act).

4. The Court finds that Plaintiff has exhausted all administrative remedies required to bring the PAGA claims asserted in this Action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the Settlement Agreement. The California Labor and Workforce Development Agency (“LWDA”) was provided with notice of the settlement and the settlement approval papers via its online process, and no objection has been received to the settlement or the approval papers from the LWDA.

5. Plaintiff, by operation of this Order and Judgment, hereby fully, finally, and forever releases, relinquishes, and discharges the Released Parties from all Released Claims as follows:

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1 **Release of claims by the LWDA, Plaintiff, and all Aggrieved Employees Against**
2 **Defendant Exquisite Only:**

3 Plaintiff and his or her respective former and present spouses, representatives,
4 agents, attorneys, heirs, administrators, successors, and assigns generally, release
5 and discharge Released Parties from all claims, transactions, or occurrences that
6 occurred during the PAGA Period, including, but not limited to: (a) all claims that
7 were, or reasonably could have been, alleged, based on the facts contained in the
8 Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's
9 Release does not extend to Affluent or any claims or actions to enforce this
10 Agreement, or to any claims for vested benefits, unemployment benefits, disability
11 benefits, social security benefits, workers' compensation benefits that arose at any
12 time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges
13 that Plaintiff may discover facts or law different from, or in addition to, the facts or
14 law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
15 Plaintiff's Release shall be and remain effective in all respects, notwithstanding
16 such different or additional facts or Plaintiff's discovery of them.

17 All Aggrieved Employees are deemed to release, on behalf of themselves and their
18 respective former and present representatives, agents, attorneys, heirs,
19 administrators, successors, and assigns, the Released Parties from all claims for
20 PAGA penalties that were alleged, or reasonably could have been alleged, based on
21 the PAGA Period facts stated in the Operative Complaint and the PAGA Notice
22 against Exquisite only.

23 **Plaintiff's Waiver of Rights Under California Civil Code Section 1542 Against**
24 **Defendant Exquisite as follows:**

25 For purposes of Plaintiff's Release, Plaintiff expressly waives and
26 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the
27 California Civil Code as to Exquisite, which reads: A general release does not
28 extend to claims that the creditor or releasing party does not know or suspect to
exist in his or her favor at the time of executing the release, and that if known by
him or her would have materially affected his or her settlement with the debtor or
Released Party.

6. The PAGA penalties sought as part of the Settlement Agreement are approved by
the Court as fair, reasonable, and adequate. Plaintiff, by and through his Counsel, has satisfied the
standards and applicable requirements for approval of settlement of a claim for penalties brought
under the PAGA. Through the Settlement Administrator, Exquisite shall pay a total of \$450,000
("Gross Settlement Amount"), which shall be used to pay the Administration Expenses Payment,
the General Release Fee, the PAGA Counsel Expenses Payment, and PAGA Counsel Litigation
Expenses Payment as defined in the Settlement. Pursuant to Labor Code Section 2699(i) (pre-
PAGA Reform Act), the remaining Net Settlement Amount shall be divided, with 75% being paid
to the California Labor and Workforce Development Agency and the remaining 25% being

1 allocated to the Aggrieved Employees (as defined in the Settlement Agreement). Aggrieved
2 Employees shall have 180 calendar days after the date the respective settlement checks are mailed
3 to them to cash the settlement checks. If any Aggrieved Employee's check is not cashed within
4 that period, the settlement check will be voided and a stop-payment will be issued. Neither the
5 Defendant, Defendant's counsel, Plaintiff, nor PAGA Counsel will have any liability for lost or
6 stolen settlement payment checks, forged signatures on settlement payment checks, unauthorized
7 negotiation of settlement payment checks or failure to timely cash a settlement payment check
8 within the 180-day period. After 180 days from the date of their mailing by the Settlement
9 Administrator, any uncashed checks will be void and the funds will be sent to the California State
10 Controller's Office's Unclaimed Property Fund in the name of the Aggrieved Employee.

11 7. A representative service payment and General Release Fee in the amount of
12 \$20,000 to Plaintiff for his full release of claims including Section 1542 waiver, services, and
13 accepting the responsibilities of representing the interests of the Aggrieved Employees and the
14 State of California.

15 8. The Parties shall bear their own respective attorneys' fees and costs, except as
16 otherwise provided for in the Settlement Agreement and approved by the Court.

17 9. The Court hereby confirms Daniel J. Hyun and David Alami of Torus LLP as
18 PAGA Counsel.

19 10. The Court approves attorneys' fees in the amount of \$225,000.00 and \$27,135.37
20 in litigation costs to PAGA Counsel for reasonable attorneys' fees and costs incurred in connection
21 with the work performed to litigate this Action.

22 11. The Court approves settlement administration fees of \$3,950.00 to Phoenix Class
23 Action Administration Solutions.

24 12. The PAGA Period is defined as January 15, 2020, through June 5, 2024.

25 13. Defendant Exquisite shall have no further liability for costs, expenses, interests,
26 attorneys' fees, or for any other charge, expense, or liability relating to the claims released herein.

27 14. Defendant Exquisite is dismissed from the Action with prejudice. Defendant
28 Affluent Staffing, LLC is to remain in the Action.

1 15. Within 10 calendar days of the signing of this Order and Judgment, Defendant
2 Exquisite and/or Plaintiff will deliver the Aggrieved Employee Data to the Settlement
3 Administrator and Exquisite shall fully fund the Gross Settlement Amount of \$450,000 as defined
4 in the Settlement.

5 16. Within 10 calendar days after Defendant Exquisite funds the Gross Settlement
6 Amount, the Administrator will mail the Notice of Settlement attached as **Exhibit 2** to the Alami
7 Declaration and the checks for all Individual PAGA Payments, the LWDA PAGA Payment, the
8 Administration Expenses Payment, the General Release Fee, the PAGA Counsel Expenses
9 Payment, and PAGA Counsel Litigation Expenses Payment as defined in the Settlement.

10 17. The Settlement is hereby accepted and approved. Neither the Settlement, nor any
11 terms of the Settlement Agreement, are an admission by Defendant Exquisite of any wrongdoing
12 whatsoever, nor is the Court's instant Order and Judgment a finding of the validity of any claims
13 in the Action or of any wrongdoing by Defendant Exquisite. Neither this Order, the Settlement,
14 nor any document referred to herein, nor any action taken to carry out the Settlement, may be used
15 as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or
16 against Defendant Exquisite.

17 18. Without affecting the finality of this Order or the dismissal of the Action, the Court
18 retains jurisdiction under Code of Civil Procedure Section 664.6 with respect to all matters related
19 to the consummation of the Settlement.

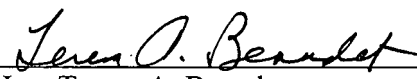
20 19. This document shall constitute a Judgment for purposes of California Rules of
21 Court, Rule 3.769(h).

22 20. Plaintiff shall submit a copy of this Order and Judgment to the LWDA after entry
23 of the Order and Judgment.

24 21. This Order and Judgment is intended to be a final disposition of the Action in its
25 entirety.

26 **IT IS SO ORDERED.**

27 Dated: 12/15/24



Hon. Teresa A. Beaudet
Los Angeles Superior Court