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Attorneys for Plaintiff EDUARDO GALEANA, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and other current and former employees.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

EDUARDO GALEANA, on behalf of
himself and all others aggrieved
employees,

Plaintiff,

v.

MASTER PROPERTY MANAGEMENT
INC., a California Corporation; LAUREL
CANYON SELF STORAGE, INC., a
California Corporation; and DOES 1- 50,
Inclusive,

Defendant,

Case No. 21STCV16625

**[PROPOSED] ORDER APPROVING
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

Assigned for all purposes to:
Hon. Randolph M. Hammock

Date: January 4, 2022
Time: 8:30 a.m.
Dept: 49

Complaint Filed: May 3, 2021
Trial Date: None Yet Set

FILED
Superior Court of California
County of Los Angeles

01/04/2023

David W. Slayton, Executive Officer / Clerk of Court

By: F. Rojas Deputy

1 On November 18, 2022, a hearing was held on the joint motion of Plaintiff Eduardo Gleana
2 (“Plaintiff”) and Defendants Master Property Management, Inc. and Laurel Canyon Self Storage,
3 Inc. (collectively “Defendants” unless otherwise specifically stated) motion for approval of a
4 settlement agreement pursuant to California’s Private Attorney General Act (“PAGA”) (the
5 “Settlement”). Plaintiff and Defendants collectively referred to as the “Parties.” The Court having
6 considered all papers filed, proceedings herein and the Parties submission on the Court’s tentative
7 ruling and otherwise being fully informed, and having made this Judgment which constitutes a final
8 adjudication of this matter on the merits, and good cause appearing,

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

10 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
11 have the same meaning as given in the PAGA Settlement Agreement (“Settlement”) executed
12 between the Parties on September 20, 2022.

13 2. Pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab.
14 Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency (“LWDA”) has been
15 given notice of the Settlement. Pursuant to PAGA, on the date the Plaintiff filed the motion seeking
16 approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the
17 Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff’s
18 notice of the Settlement complied with the statutory requirements of PAGA.

19 3. The Court confirms approval of the Settlement as to the following group of
20 individuals, collectively referred to as the “PAGA Settlement Group Members”:

21 The seventeen (17) current and former non-exempt employees of
22 Defendants in California at any time during the period from
23 February 26, 2021, to the date that the Court approves this
24 Settlement. The Total Settlement Amount will not be increased
25 unless there is ultimately twenty percent (20%) more than the
26 seventeen (17) total PAGA Settlement Group Members from
27 February 26, 2021, through date on which the Court grants approval
28 of the Settlement (i.e., if the total number of Aggrieved Employees
increases to twenty percent (20%), the Settlement Agreement shall
increase proportionately, i.e., by twenty percent (20%) of the Gross
Settlement Amount), and so forth.

1 4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
2 Settlement Group Members, and over those persons and entities undertaking affirmative
3 obligations under the Settlement.

4 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
5 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

6 6. The Court approves the revised Notice to PAGA Settlement Group Members,
7 Exhibit B to the Settlement Agreement, which provides instructions for PAGA Settlement Group
8 Members to dispute and/or correct their Settlement Share before payments are made.

9 7. The Court finds that each PAGA Settlement Group Member, in accordance with the
10 Settlement, releases the following "Released Claims" against the Released Parties.

11 Any and all individual and representative claims under PAGA of
12 whatever kind or nature, whether known or unknown, arising during
13 the Covered Period based on the facts alleged by Plaintiff in the
14 Action and Plaintiff's notice letter to LWDA, including but not
15 limited to claims under Labor Code sections 201-203, 204, 206, 210,
221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194,
1194.2, 1197, 1197.1, 1198, 2802, 2698, 2699.3, and 2699.5, the
Industrial Welfare Commission Wage Orders, and any resulting
claim for attorneys' fees and costs.

16 8. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
17 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
18 are fair and reasonable.

19 9. The Court authorizes the Settlement Administrator to calculate and pay the
20 Settlement Shares, in accordance with the terms of the Settlement.

21 10. The Court awards the Settlement Administrator in this Action its fees and costs of
22 five thousand dollars (\$5,000.00), in accordance with the terms of the Settlement Agreement.

23 11. The Court awards to Plaintiff's Counsel in this Action its fees of twenty-eight
24 thousand three hundred thirty-three dollars and thirty-three cents (\$28,333.33) in accordance with
25 the terms of the Settlement Agreement.

26 12. The Court awards to Plaintiff's Counsel in this Action its costs of \$6,648.75 in
27 accordance with the terms of the Settlement Agreement (\$6,535.89 to Work Lawyers and \$112.86
28 to Mahoney Law Group, APC).

1 13. The Court approves the allocations and payment of eighty-five thousand dollars
2 (\$85,000.00) as for the compromise of claims brought under PAGA, to be paid in accordance with
3 the terms of the Settlement. Under the terms of the Settlement, seventy five percent (75%) of the
4 Net Settlement Amount will be paid to the State of California Labor Workforce Development
5 Agency ("LWDA Payment"); the remaining amount of the Net Settlement Amount shall be
6 distributed to the PAGA Settlement Group Members in accordance with the terms of the
7 Settlement.

8 14. Checks for the Settlement Shares sent to PAGA Settlement Group Members shall
9 be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for
10 Settlement Shares uncashed after one hundred eighty (180) days will be disbursed to the California
11 State Controllers' Office Unclaimed Property Fund in the name of the individual PAGA Settlement
12 Group Member for his or her benefit.

13 15. The Court retains exclusive and continuing jurisdiction over this Action for purposes
14 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
15 as well as the Settlement.

16 16. Nothing in this Order and Judgment or the Settlement shall be construed as an
17 admission or concession by any party. The Settlement and this resulting Order and Judgment simply
18 represent a compromise of disputed allegations.

19 17. Plaintiff is directed to submit a copy of this order to the LWDA within ten (10) days
20 of the date of this Order.

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1 18. Within one hundred twenty (120) days of the date of this Order, the Parties are
2 directed to file a joint status report regarding the status of the distribution of settlement proceeds.
3 Upon satisfaction that the appropriate payments have been made, the Court will then close this case.

4 **IT IS SO ORDERED AND ADJUDGED.**

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6
7 01/04/2023
8 DATED: _____



Hon. Randolph M. Hammock
Superior Court Judge

PROOF OF SERVICE
Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed 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 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **October 27, 2022**, I served [X] true copies [] originals of the following document(s): **[PROPOSED] ORDER APPROVING SETTLEMENT AGREEMENT AND ENTERING FINAL JUDGMENT**. I served the document(s) on the person(s) below as follows:

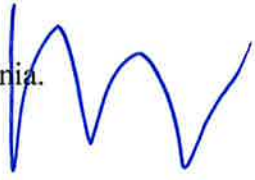
Daniel Whang, Esq. SEYFARTH SHAW LLP 2029 Century Park East Suite 3500 Los Angeles, California 90067-3021	Attorneys for Defendant MASTER PROPERTY MANAGEMENT INC.; LAUREL CANYON SELF STORAGE, INC. Telephone: (310) 201-1539 Facsimile: (310) 551-8339 Email: dwhang@seyfarth.com
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The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address npierson@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **October 27, 2022**, at Long Beach, California.



Nicole Pierson