

Electronically Received 03/14/2022 09:34 PM

FILED
Superior Court of California
County of Los Angeles

05/01/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: R. Navarro Deputy

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

JUAN MIRELES, an individual, on behalf of
himself and all others similarly situated,

Plaintiffs,

vs.

**DIMENSION DEVELOPMENT COMPANY,
INC.**, a Louisiana corporation; **G & B HOTEL
EMPLOYEE LEASING, LLC**, a Louisiana
corporation; and **DOES 1-50**,

Defendants.

Case No. 21STCV17037

[Assigned for all purposes to Hon. Michael Linfield]

**~~[PROPOSED]~~ FINAL JUDGMENT AND ORDER
OF DISMISSAL**

Hearing Date: April 5, 2022

Time: 8:30 a.m.

Dept.: 34

1 On April 5, 2022, Plaintiff Juan Mireles' motion for approval of the Settlement Agreement
2 between the above-captioned parties came on regularly for hearing pursuant to the California Private
3 Attorneys General Act, Labor Code section 2699, *et seq.* ("PAGA"). Appearances were as stated in the
4 record. Having considered the motion, the Settlement Agreement, all supporting documents, and the
5 arguments of counsel, and GOOD CAUSE having been shown, Plaintiff's motion is GRANTED.

6 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

7 The Court hereby approves the Parties' proposed Private Attorneys General Act Settlement
8 Agreement and Release ("Settlement Agreement") entered into between Plaintiff as an individual and on
9 behalf of the State of California and as an "aggrieved employee" acting as private attorney general under
10 PAGA, on the one hand, and Defendant Dimension Development Company, Inc., and Defendant G&B
11 Hotel Employee Leasing, LLC (collectively, "Defendants") on the other, as follows:

12 1. All capitalized terms used here and not otherwise defined shall have the same meaning as
13 given in the Settlement Agreement.

14 2. The Court has jurisdiction over the subject matter of this action, all PAGA Employees, the
15 State of California, and Defendants.

16 3. The Court finds and determines that the parties have satisfied the requirements of Section
17 2699(l)(2) of PAGA, by submitting the Settlement Agreement to the Labor Workforce and Development
18 Agency ("LWDA").

19 4. The Court APPROVES the Parties' Settlement Agreement, including Exhibit A thereto,
20 adjudging the terms thereof to be fair, reasonable, and adequate and directing consummation of its terms
21 and provisions.

22 5. The Court APPROVES the Notice of PAGA Settlement, attached as Exhibit A to the
23 Settlement Agreement, as to form and content, and directs the Settlement Administrator to distribute it
24 along with the Settlement shares to the PAGA Employees pursuant to the terms of the Settlement
25 Agreement.

26 6. The Court APPROVES the Parties' Settlement Agreement in favor of Plaintiff and the
27 PAGA Employees in the Settlement Sum of \$362,500.

1 7. The Court APPROVES and APPOINTS Phoenix Settlement Administrators to administer
2 the Settlement.

3 8. The Court APPROVES and ORDERS that, of the Settlement Sum, twenty-five percent (or
4 \$90,625) is to be distributed to the PAGA Employees and seventy-five percent shall be allocated to the
5 LWDA pursuant to Section 2699(i) of PAGA. The Court further APPROVES and ORDERS that from
6 the seventy-five percent allocated to the LWDA, \$120,857.50 is awarded as attorneys' fees paid to
7 Plaintiff's Counsel Moss Bollinger, LLP, \$9,883.73 is awarded as litigation costs paid to Plaintiff's
8 Counsel Moss Bollinger, LLP, \$10,000 is awarded to the PAGA Representative/Plaintiff Juan Mireles as
9 a Service Payment, and \$5,750 is awarded as administrative costs paid to the Settlement Administrator.
10 The remaining amount of \$125,383.77 is to be distributed to the LWDA.

11 9. Pursuant to section 6.1.7 of the Settlement Agreement, all uncashed checks shall be
12 voided 180 calendar days from issuance and any remaining monies from the PAGA Employee Fund
13 shall be paid to the LWDA.

14 10. The Lawsuit is hereby DISMISSED WITH PREJUDICE and without costs to any Party,
15 other than as specified in the Settlement Agreement and this Order.

16 11. In consideration of the Settlement Sum provided under the Settlement Agreement, and for
17 other good and valuable consideration, each of the PAGA Employees and the State of California shall, by
18 operation of this Judgment, irrevocably release, acquit, and forever discharge Defendants and the
19 Released Parties, as defined in the Settlement Agreement, of and from any and all claims for civil
20 penalties under PAGA for violations of the California Labor Code and/or IWC Wage Orders which were
21 alleged by Plaintiff, or reasonably could have been alleged by Plaintiff by reason of or in connection with
22 the same set of operative facts set forth in the Lawsuit. Without limiting the foregoing release, Released
23 Claims shall include but are not limited to claims under PAGA related to the following alleged Labor
24 Code violations: (1) failure during the PAGA period to timely pay all wages upon cessation upon
25 discharge and resignation from employment in violation of Labor Code §§ 201, 202, and 203; (2) failure
26 during the PAGA period to pay those alleged gratuities that took the form of mandatory service charges
27 left for, given to and paid to employees in violation of Labor Code § 351; (3) failure during the PAGA
28 period to provide adequate rest breaks and pay rest break violation premium pay in violation of Labor

Code § 226.7 subsection 12 of IWC Wage Order 5-2001; and (4) failure at times during the PAGA period to provide wage statements that complied with Labor Code § 226 (collectively “Released Claims”).

12. As a result of this Judgment, the PAGA Representative/Plaintiff, the State of California, and all PAGA Employees are barred from prosecuting any claims covered by the release set forth in the Settlement Agreement against Defendants and the Released Parties.

13. This Judgment is the Final Judgment in the suit as to all Released Claims.

14. In the event that the Settlement Effective Date does not occur, this Judgment shall be rendered null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly provided to the contrary in the Agreement, and without prejudice to the *status quo ante* rights of Plaintiff, PAGA Employees, the State of California, and Defendants.

IT IS SO ORDERED.

Dated: May 01, 2022



A handwritten signature in black ink, which appears to read "Michael B. Linfield", is written over a horizontal line.

Michael B. Linfield / Judge
Judge of the Superior Court