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Attorneys for Plaintiff GEOVANNY ROMERO, 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

GEOVANNY ROMERO, on behalf of
himself and all other aggrieved employees,

Plaintiff,

v.

THE NU PARADIGM HOUSE LLC, a
California Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV35414

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

Date: August 10, 2023
Time: 8:30 a.m.

Judge: David Sotelo
Dept.: 40

Reservation ID: 925051266695

Complaint Filed: September 27, 2021
Trial Date: Not Yet Set

FILED
Superior Court of California
County of Los Angeles

09/11/2023

David W. Slayton, Executive Officer / Clerk of Court

By: J. Choi Deputy

On August 10, 2023, a hearing was held on the joint motion of Plaintiff GEOVANNY ROMERO (“Plaintiff”) and Defendant THE NU PARADIGM HOUSE LLC, (“Defendant” or “NPH”) motion for approval of a settlement agreement pursuant to California’s Private Attorney General Act (“PAGA”) (the “Settlement”). The Court having considered all papers filed, proceedings herein and the Parties submission on the Court’s tentative ruling and otherwise being fully informed, and having made this Judgment which constitutes a final adjudication of this matter on the merits, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall have the same meaning as given in the PAGA Settlement Agreement (“Settlement”) executed between the Parties on July 24, 2023.

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

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

The one hundred thirty-seven (137) current and former non-exempt employees of Defendant in California at any time during the period from March 22, 2020, to the date that the Court approves this Settlement. The Total fifteen Amount will not be increased unless there is ultimately sixteen percent (15%) more than the one hundred thirty-seven (137) total PAGA Settlement Group Members from March 22, 2020, through date on which the Court grants approval of the Settlement (i.e., if the total number of Aggrieved Employees increases to sixteen percent (16%), the Settlement Agreement shall increase proportionately, i.e., by sixteen percent (16%) of the Gross Settlement Amount), and so forth.

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

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

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

6 7. The Court finds that each PAGA Settlement Group Member, in accordance with the
7 Settlement, releases the following “Released Claims” against the Released Parties.

8 Any and all individual and representative claims under PAGA of
9 whatever kind or nature, whether known or unknown, arising
10 during the PAGA Period based on the facts alleged by Plaintiff in
11 the Action and Plaintiff’s notice letter to LWDA, including but not
12 limited to claims under Labor Code sections 201-203, 204, 206,
210, 221, 226, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194,
1194.2, 1197, 1197.1, 1198, 2802, 2810.5, 2698, 2699.3, and
2699.5, the Industrial Welfare Commission Wage Orders, and any
resulting claim for attorneys’ fees and costs.

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

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

18 10. The Court awards the Settlement Administrator in this Action its fees and costs of
19 six thousand dollars (\$6,000.00), in accordance with the terms of the Settlement Agreement.

20 11. The Court awards to Plaintiff’s Counsel in this Action its fees of forty-five thousand
21 dollars (\$45,000.00), in accordance with the terms of the Settlement Agreement.

22 12. The Court awards to Plaintiff’s Counsel in this Action its costs of \$14,530.43, in
23 accordance with the terms of the Settlement.

24 13. The Court approves the allocations and payment of one hundred thirty-five thousand
25 dollars (\$135,000.00) as for the compromise of claims brought under PAGA, to be paid in
26 accordance with the terms of the Settlement. Under the terms of the Settlement, seventy five percent
27 (75%) of the Net Settlement Amount will be paid to the State of California Labor Workforce
28 Development Agency (“LWDA Payment”); the remaining amount of the Net Settlement Amount

1 shall be distributed to the PAGA Settlement Group Members in accordance with the terms of the
2 Settlement.

3 14. The Court awards an Enhancement Award to in the amount of five thousand dollars
4 (\$5,000.00), in accordance with the terms of the Settlement.

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

10 16. The Court retains exclusive and continuing jurisdiction over this Action for purposes
11 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
12 as well as the Settlement.

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

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

18 19. Within one hundred twenty (120) days of the date of this Order, the Parties are
19 directed to file a joint status report regarding the status of the distribution of settlement proceeds.
20 Upon satisfaction that the appropriate payments have been made, the Court will then close this case.
21

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

23 DATED: 09/11/2023



24 Hon. ~~David Sotelo~~ Anne Richardson
25 Superior Court Judge
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