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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ISRAEL RAMOS, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

SOUTHLAND INDUSTRIES, a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2021-01202114-CU-OE-CXC

Honorable Lon F. Hurwitz
Department CX103

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees and Costs, General Release Fee, and
Settlement Administration Costs; Declaration of
Plaintiff's Counsel (Edwin Aiwazian); Declaration
of Defendant's Counsel (Gonzalo Morales); and
Declaration of Plaintiff (Israel Ramos) filed
concurrently herewith]

Date: November 9, 2023
Time: 1:30 p.m.
Department: CX103

Complaint Filed: May 10, 2021
FAC Filed: May 24, 2021
Trial Date: None Set

1 This matter has come before the Honorable Lon F. Hurwitz in Department CX103 of the Superior
2 Court of the State of California, for the County of Orange, on November 9, 2023 at 1:30 p.m., on Plaintiff
3 Israel Ramos’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698,
4 *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and
5 Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC appeared
6 for Plaintiff and Jackson Lewis, P.C. appeared for Defendant Southland Industries (“Defendant”).

7 On or around April 8, 2023, Plaintiff and Defendant (together, the “Parties”) executed the Private
8 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or
9 “Agreement”).

10 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
11 Declarations of Plaintiff’s Counsel Edwin Aiwazian, Defendant’s Counsel Gonzalo Morales, and Plaintiff
12 Israel Ramos, and (3) the Settlement Agreement.

13 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

14 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 15 1. The Motion for Approval of Settlement is granted.
- 16 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 17 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
18 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
19 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the
20 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
21 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
22 2699.3(a).
- 23 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
24 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
25 appear in the above-captioned action (“Action”).

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1 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:
2 All current and former non-exempt individuals who were employed by Defendant within the
3 State of California and salaried exempt BIM Senior Support Specialists who were employed by
4 Defendant within the State of California during the PAGA Period (“Aggrieved Employees”).

5 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
6 negotiations.

7 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
8 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
9 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
10 Amount shall be the Total Settlement Amount (\$475,000.00) less the approved Attorneys’ Fees and Costs
11 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement
12 Administration Costs to Atticus Administration, LLC (the “PAGA Settlement Administrator”). Seventy-
13 five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”)
14 and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved
15 Employees (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement
16 Agreement.

17 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and
18 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
19 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
20 with, this Order and Judgment and the Settlement Agreement.

21 9. The Court approves the payment of \$166,250.00 to Lawyers *for* Justice, PC for attorneys’
22 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
23 with this Order and Judgment and the Settlement Agreement.

24 10. The Court approves the payment of \$11,221.40 to Lawyers *for* Justice, PC for reimbursement
25 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
26 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

27 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff Israel Ramos for his
28 General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed
29 in accordance with this Order and Judgment and the Settlement Agreement.

1 12. The Court approves payment up to the amount of \$5,000.00 to Atticus Administration, LLC
2 for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and
3 shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

4 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
5 Judgment and the Settlement Agreement.

6 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
7 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the PAGA
8 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
9 it distributes payments to Aggrieved Employees for their share of the Employees’ Portion (“Individual
10 Settlement Share”).

11 15. Within fourteen (14) calendar days of the date of this Order and Judgment, Defendant shall
12 deposit the Total Settlement Amount into a qualified settlement account established by the PAGA Settlement
13 Administrator for administration of the Settlement, in accordance with this Order and Judgment and the
14 Settlement Agreement.

15 16. No later than thirty (30) calendar days after the date of this Order and Judgment, Defendant
16 will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with
17 this Order and Judgment and the Settlement Agreement.

18 17. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List and
19 Total Settlement Amount, the PAGA Settlement Administrator shall distribute the Cover Letter and
20 Individual Settlement Share checks to Aggrieved Employees, LWDA Payment to the LWDA, General
21 Release Fee to Plaintiff, Attorneys’ Fees and Costs to Plaintiff’s Counsel, and payment to itself for the
22 Settlement Administration Costs, as provided for by this Order and Judgment and the Settlement Agreement.

23 18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
24 and negotiable for one hundred twenty (120) calendar days, and thereafter, shall be canceled. Funds
25 associated with such canceled checks shall be transmitted by the PAGA Settlement Administrator to the
26 California State Controller’s Office Unclaimed Property Division, in the name of the Aggrieved Employee
27 whose check is canceled.

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1 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
2 the entry of this Order and Judgment and full funding of the Total Settlement Amount, Plaintiff and the State
3 of California with respect to Aggrieved Employees will be deemed to have knowingly and voluntarily
4 released and forever discharged the Released Parties from the Released Claims.

5 20. “Released Parties” means Defendant and any of its present and former parent companies,
6 subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, officers, directors,
7 employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be
8 liable for any of the Released Claims.

9 21. “Released Claims” means any and all claims, arising during the PAGA period, for civil
10 penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and
11 costs available under PAGA, based on factual allegations in the Operative Complaint and PAGA Notice,
12 including but not limited to, for failure to pay minimum, regular, reporting time, and overtime wages
13 (including and not limited to, failure to pay overtime at the correct regular rate of pay), failure to provide
14 compliant meal periods and associated premiums, failure to provide compliant rest periods and associated
15 premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination,
16 failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll
17 records, failure to provide a day of rest, misclassification as “exempt,” and failure to reimburse necessary
18 business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204,
19 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial
20 Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001.

21 22. “PAGA Period” means the period March 16, 2020 to July 31, 2022.

22 23. After entry of this Order and Judgment, pursuant to California Rules of Court, Rule 664.6(a),
23 the Court shall retain jurisdiction over the Parties to enforce the Settlement until performance in full of the
24 terms of the Settlement.

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1 24. No individualized notice of this Order and Judgment is required to be provided to the
2 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
3 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).
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5 Date: _____

Honorable Lon F. Hurwitz
Judge of the Orange Superior Court

EXHIBIT 1

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Israel Ramos v. Southland Industries*, Orange County Superior Court Case No. 30-2021-01202114-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>>. This check is your payment from the settlement in the lawsuit entitled *Israel Ramos v. Southland Industries*, Orange County Superior Court Case No. 30-2021-01202114-CU-OE-CXC ("Action").

The lawsuit was filed on May 20, 2021, by Israel Ramos ("Plaintiff") against his former employer Southland Industries ("Defendant"), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. On May 24, 2021, Plaintiff filed his First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders. Prior to filing the lawsuit, on March 16, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA") and Defendant, pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001, thereby initiating LWDA Case Number LWDA-CM-826108-21 (the "PAGA Notice").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations. A settlement was reached between Plaintiff and Defendant.

On <<date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former non-exempt individuals who were employed by Defendant within the State of California and salaried exempt BIM Senior Support Specialists who were employed by Defendant within the State of California during the PAGA Period ("Aggrieved Employees"). The period March 16, 2020 through <<July 31, 2022 or sooner date pursuant to Section 3(b) of the Settlement Agreement>> is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed payment) because you have been identified as an Aggrieved Employee; the payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The payment is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of the Total Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant and any of its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, reporting time, and overtime wages (including and not limited to, failure to pay overtime at the correct regular rate of pay), failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to provide a day of rest, misclassification as "exempt," and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001.

The enclosed check is valid for 120 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 120-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].