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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF LOS ANGELES**

13 ZEBULON NEFF, on behalf of the State
14 of California, as a private attorney
15 general,

16 Plaintiff,

17 vs.

18 OAKHURST INDUSTRIES, INC., a
19 California Corporation; and Does 1
20 through 50, Inclusive,

21 Defendants.

Case No.: 21STCV21110

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT AND JUDGMENT**

Hearing Date: October 24, 2022
Hearing Time: 9:30 a.m.
Reservation ID: 605525466076

Judge: Hon. Monica Bachner
Dept.: 71

Action Filed: June 4, 2021
Trial Date: Not Set

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24 Plaintiff Zebulon Neff ("Plaintiff") moves for approval of the settlement of Plaintiff's
25 claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant
26 to California Labor Code § 2699(1), against Defendant Oakhurst Industries, Inc.
27 ("Defendant").

1 Plaintiff exhausted all administrative remedies required to bring the PAGA claims
2 asserted in this action and is authorized to act as private attorney general with respect to the
3 PAGA claims being released under the terms of the PAGA Settlement Agreement
4 (“Settlement Agreement”). The California Labor Workforce Development Agency was
5 provided with notice of the Settlement and the motion for approval of the PAGA settlement
6 via its online process and no objection has been received to the settlement or the motion from
7 the Labor Workforce Development Agency.

8 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA
9 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which
10 was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in
11 the total sum of \$380,000, which includes the PAGA Payment, the Settlement
12 Administration Costs (not to exceed \$6,000), PAGA Counsel’s Attorneys’ Fees in the
13 amount of \$126,666 (one-third of the Gross Settlement Amount), and PAGA Counsel’s
14 Attorneys’ Expenses in the amount of \$12,392.14. The PAGA Payment, which is the
15 amount remaining of the Gross PAGA Settlement Amount after deduction of Settlement
16 Administration Costs, Attorneys’ Fees and Attorneys’ Expenses, shall be allocated to Labor
17 Code 2699 penalties, including other civil penalties specified in the Labor Code, of which
18 75% of the payment will be paid to the LWDA and 25% will be paid to the Aggrieved
19 Employees.

20 The Court, having reviewed the evidence and papers submitted and argument of
21 counsel, pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff’s motion
22 and approves the PAGA settlement as set forth in the Settlement Agreement and the PAGA
23 Payment, which shall be allocated and paid out as set forth in the Settlement Agreement.

24 The “Aggrieved Employees” are defined as all individuals who were employed by
25 Defendant in California and classified as non-exempt employees during the PAGA Period.
26 The PAGA Period is the time period from June 4, 2020 to April 26, 2022. The Aggrieved
27 Employees are estimated to consist of 638 individuals.

1 Upon the Effective Date of this Order and Judgment, Defendant and the Released
2 Parties shall be entitled to a release of the Released PAGA Claims. The “Released PAGA
3 Claims” are all PAGA claims for civil penalties under California Labor Code §§ 2698 *et*
4 *seq.*, predicated on the California Labor Code claims that are asserted in the LWDA Notice
5 and operative complaint which are for civil penalties pursuant to Labor Code section 2699, *et*
6 *seq.* for violations of Labor Code sections §§ 201, 202, 203, 204, 226(a), 226.7, 226.8, 510,
7 512, 558, 1194, 1197, 1198, 2802 and applicable Industrial Welfare Commission Wage
8 Orders. The Released PAGA Claims does not include underlying wage and hour claims,
9 claims for wrongful termination, discrimination, unemployment insurance, disability, and
10 workers’ compensation, and claims outside of the PAGA Period. In no event shall the
11 release of the Released PAGA Claims in the Settlement Agreement release any individual
12 claims of any individuals.

13 This claim asserted under PAGA in this action is dismissed with prejudice. The
14 individual claims of the Plaintiff are dismissed with prejudice. After entry of this Order and
15 Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction
16 pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and
17 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
18 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
19 with the distribution of settlement benefits.

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21 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
22 **ENTERED ACCORDINGLY.**

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24 DATED: _____

25 THE HONORABLE MONICA BACHNER
26 JUDGE OF THE SUPERIOR COURT
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