

FILED
Superior Court of California
County of Los Angeles

FEB 28 2024

David W. Slayton, Executive Officer/Clerk of Court

By: J. Jones, Deputy

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

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

Plaintiff,

vs.

UNILEVER MANUFACTURING, INC.;
KINGDOM ANIMALIA, LLC; and DOES
1 through 100, inclusive,

Defendant.

Case No.: 21STCV25707

Assigned to Hon. Gail Killefer
Department 37

**[PROPOSED] ORDER APPROVING
SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE §§ 2698, ET SEQ.)
REPRESENTATIVE ACTION AND
FOR AWARD OF ATTORNEYS' FEES,
COSTS, AND SERVICE PAYMENT TO
PLAINTIFF; AND [PROPOSED]
JUDGMENT**

Date: February 28, 2024
Time: 8:30 a.m.
Department: 37

Reservation ID: 351361877473

Action Filed: July 13, 2021

On February 28, 2024, at 8:30 a.m., Plaintiff's Motion for Approval of Settlement of Private Attorneys General Act (Cal. Labor Code §§ 2698, et seq.) Representative Action and For Award of Attorneys' Fees, Costs, and Service Payment to Plaintiff ("Motion") came before The Honorable Gail Killefer in Department 37 of the Stanley Mosk Courthouse of the Superior Court of the State of California, for the County of Los Angeles, located at 111 North Hill Street, CA 90012. Having duly considered the moving papers and oral argument, and with good cause appearing, the Court hereby makes the following orders:

1. All capitalized terms contained herein shall have the same meaning as set forth in the Joint Stipulation for PAGA Settlement and Release ("Settlement," "Settlement Agreement," or "Agreement").

2. The Action consists of Plaintiff's representative action for Private Attorneys General Act (Cal. Labor Code §§ 2698, et seq.) ("PAGA") penalties and recoverable remedies (the "Action").

3. The "Covered Period" for the PAGA claims means May 9, 2020, through October 8, 2023.

4. The "PAGA Settlement Group Members" who are covered by the Settlement Agreement are defined as all current and former non-exempt employees of Defendant Unilever Manufacturing (US), Inc., Defendant Kingdom Animalia, LLC, and/or non-party United Employment Solutions, Inc., who worked at the Distribution Center located at 17110 South Main Street, Gardena, CA 90248 at any time during the Covered Period.

5. The Court has jurisdiction over the subject matter of the Action, the PAGA Representative, the alleged aggrieved employees, Defendant Unilever Manufacturing (US), Inc., Defendant Kingdom Animalia, LLC, and United Employment Solutions, Inc.

6. The Court finds that the Action presented a good faith dispute over the PAGA claims.

7. The Court finds that the Parties reached the Settlement of the PAGA claims as the result of arm's-length negotiations.

8. The Court has considered the Settlement, and approves the Settlement, and finds that it provides genuine and meaningful relief to the State of California, Plaintiff, and PAGA Settlement Group Members to resolve the PAGA claims. The parties to the Settlement Agreement are directed to perform in accordance with the terms set forth in the Agreement.

1 9. The Court approves the Total Settlement Amount of \$275,000.00 for the settlement of the
2 PAGA claims and finds it to be a fair and reasonable settlement amount for the settlement of all the claims
3 in the Action.

4 10. Pursuant to California Labor Code section 2699(l), the Court has reviewed and hereby
5 approves the penalties provided for by the Settlement, namely, the Net Settlement Amount of at least
6 \$145,185.39 and finds that it provides genuine and meaningful relief to the State of California and PAGA
7 Settlement Group Members. The Settlement Administrator shall pay seventy-five (75%) of the Net
8 Settlement Amount to the California Labor and Workforce Development Agency ("LWDA") and shall pay
9 twenty-five percent (25%) of the Net Settlement Amount to the PAGA Settlement Group Members,
10 consistent with the Agreement.

11 11. Plaintiff, the LDWA, the State of California, and all PAGA Settlement Group Members
12 hereby fully settle and release the Released PAGA Claims as to Defendants and all Released Parties (as
13 those terms are used in the Settlement Agreement), and this Action is dismissed with prejudice.

14 12. Kingdom Animalia, LLC, and United Employment Solutions, Inc., will pay their Respective
15 Contributions of the Total Settlement Amount of \$275,000 to the Settlement Administrator in compliance
16 with Section III(M) of the Settlement Agreement.

17 13. The Court approves ILYM Group, Inc. as the Settlement Administrator to administer the
18 Settlement of the PAGA claims.

19 14. The Court approves the payment of up to \$5,350 to the Settlement Administrator as the
20 administrative costs for the Settlement of the PAGA claims. The Settlement Administrator shall pay this
21 amount as set forth in the Agreement. If the final administrative costs are less than \$5,350, the remainder
22 shall be added to the Net Settlement Amount for *pro rata* distribution to the LWDA and PAGA Settlement
23 Group Members in accordance with the terms of the Settlement and pursuant to Labor Code section
24 2699(i).

25 15. The Court approves the payment of ~~\$101,500~~ ^{\$90,750.} to Plaintiff's Counsel for counsel's attorney's
26 fees for the Settlement of the PAGA claims. The Settlement Administrator shall pay this amount as set
27 forth in the Agreement.
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1 16. The Court approves the payment of \$9,964.61 to Plaintiff's Counsel for costs and expenses
2 related to the Settlement of the PAGA claims. The Settlement Administrator shall pay this amount as set
3 forth in the Agreement.

4 17. The Court approves the payment of \$10,000 to Plaintiff as the Service Payment for his
5 services as the PAGA representative with respect to the PAGA claims. The Settlement Administrator shall
6 pay this amount as set forth in the Agreement.

7 18. The Settlement Administrator shall provide counsel for the parties with a sworn declaration
8 (i) confirming that it completed its mailing of checks to the LWDA and PAGA Settlement Employees, and
9 (ii) stating the number of checks and total amount of Individual Settlement Payments that have been (a)
10 cashed by the PAGA Settlement Employees, and (b) sent to the LWDA as unclaimed funds. Plaintiff's
11 Counsel shall file said declaration within 10 calendar days from the date of completion of the settlement
12 administration process.

13 19. Plaintiff shall comply with the notice requirements of Section III(I)(1) and III(I)(2), and the
14 Court finds that such notice constitutes due and sufficient notice to the LWDA and satisfies any
15 requirement of due process.

16 20. All PAGA Settlement Group Members, Plaintiff, the LWDA, and the State of California,
17 are hereby bound by the Settlement and its associated release.

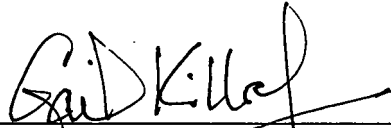
18 21. Any request to intervene in the Action as to the PAGA Claim and/or the Settlement that is
19 filed after the date of this Order and dismissal of the PAGA Claim is entered shall be deemed untimely.

20 22. Neither the Settlement nor any act performed or document executed pursuant to or in
21 furtherance of the Settlement (a) is or may be deemed to be or may be used as an admission of, or evidence
22 of, the validity of any Released PAGA Claims, or of any wrongdoing or liability of the Released Parties, or
23 any of them; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault
24 or omission of the Released Parties, or any of them, in any civil, criminal or administrative proceeding in
25 any court, administrative agency or other tribunal.

26 23. Judgment on this Action shall be entered through the filing of this Order and Judgment.
27 (Code Civ. Proc., § 668.5.) Plaintiff shall take from his complaint only the relief set forth in the Settlement
28 Agreement and this Order and Judgment.

1 24. The Court shall retain jurisdiction as to the implementation and enforcement of the terms of
2 the Settlement pursuant to the Agreement.

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4 Date: 2/28/2024

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8 The Honorable Gail Killefer
9 Judge of the Superior Court
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