

FILED
Superior Court of California
County of Los Angeles

06/14/2023

David W. Slayton, Executive Officer / Clerk of Court

By: J. Marquez Deputy

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

FILIBERTO HERNANDEZ, individually and
on behalf of all similarly aggrieved employees,

Plaintiff,

v.

CERRITOS BCD, INC., a California
corporation; EDWARD SEUNGSE LEE, an
individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21STCV21674

*[Assigned for all purposes to the
Hon. Mel Red Recana, Dept. 45]*

**~~PROPOSED~~ ORDER APPROVING
SETTLEMENT OF CLAIMS FOR
PENALTIES UNDER LABOR CODE
SECTION 2698 ET. SEQ. (PAGA)**

Complaint Filed: June 9, 2021

Trial Date: July 3, 2023

1 **[PROPOSED] ORDER**

2 The Court, having reviewed Plaintiff FILIBERTO HERNANDEZ (“Plaintiff”) and
3 Defendants CERRITOS BCD, INC., and EDWARD SEUNGSE LEE’S (“Defendants”) (Plaintiff
4 and Defendants are referred to collectively as the “Parties”) Joint Stipulation for an Order Approving
5 Settlement of Claims for Penalties under Labor Code section 2698, et. seq. (PAGA) (“Joint
6 Stipulation”), hereby rules as follows:

7 **IT IS HEREBY ORDERED THAT:**

- 8 1. All terms used for purposes of this Order , not otherwise defined, shall have the same
9 meaning as given in the Parties’ Private Attorneys General Act (“PAGA”) Settlement
10 Agreement (“Settlement” or “Settlement Agreement”) executed on or around May 3,
11 2023. A copy of the Parties’ Settlement Agreement is attached as Exhibit “A” to the
12 Parties’ Joint Stipulation.
- 13 2. The Court confirms approval of the Settlement as to the following group of
14 individuals, collectively referred to as the “Aggrieved Employees”, and “PAGA
15 Period”: All non-exempt employees who worked for Defendants within the State of
16 California at any time during the PAGA Period of March 1, 2020 to April 20, 2023.
- 17 3. The Court has jurisdiction over the subject matter of this litigation, over all Parties
18 and the Aggrieved Employees and over those persons and entities undertaking
19 affirmative obligations under the Settlement.
- 20 4. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
21 Accordingly, the Court hereby finally and unconditionally approves the Settlement.
- 22 5. The Court finds that each Aggrieved Employee, in accordance with the settlement,
23 releases the following “Released Claims” against the Released Parties: all claims for
24 PAGA penalties that were alleged, or reasonably could have been alleged, based on
25 the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.
- 26 6. The Court finds that the Gross Settlement Amount, Net Settlement Amount, and the
27 methodology used to calculate and pay each Settlement Share, in accordance with the
28 Settlement, are fair, reasonable, and adequate.

- 1 7. The Court approves Phoenix Class Action Administration Solutions as the Settlement
2 Administrator and authorizes it to calculate and pay the Settlement Shares, in
3 accordance with the terms of the Settlement.
- 4 8. The Court awards the Settlement Administrator its expenses of \$1,000.00 in
5 accordance with the terms of the Settlement.
- 6 9. The Court awards to Plaintiff's Counsel in this Action attorney(s)' fees of \$1,600.00
7 in accordance with the terms of the Settlement.
- 8 ~~10. The Court awards an incentive award to Plaintiff of \$500.00 in recognition of his status~~
9 ~~as the aggrieved employee responsible for bringing this PAGA Action and achieving~~
10 ~~this Settlement, as well as for executing a general release and Civil Code § 1542~~
11 ~~waiver~~MR
- 12 11. The Court approves the allocations and payment of a gross total amount of \$8,000.00
13 as for the compromise of claims brought under PAGA, to be paid in accordance with
14 the terms of the Settlement. Under the terms of the Settlement, 75% of the Net
15 Settlement Amount will be paid to the State of California Labor Workforce
16 Development Agency ("LWDA Payment"); the remaining 25% of the Net Settlement
17 Amount shall be distributed to the Aggrieved Employees in accordance with the terms
18 of the Settlement.
- 19 12. Checks sent to Aggrieved Employees shall be valid for 180 days after issuance. After
20 180 days, funds remaining from any uncashed checks sent to Aggrieved Employees
21 will be disbursed to the California State Controllers' Office Unclaimed Property Fund.
- 22 13. Pursuant to Code of Civil Procedure section 664.6, and pursuant to the Parties' Joint
23 Stipulation, the Court retains exclusive and continuing jurisdiction over this Action
24 for purposes of supervising, administering, implementing, interpreting, and enforcing
25 this Order, as well as the Settlement.

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1 IT IS SO ORDERED . LET ORDER BE FORTHWITH ENTERED ACCORDINGLY.

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3 DATED: 06/14/2023

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A handwritten signature in black ink, appearing to read "Mel Red Recana".

Mel Red Recana / Judge
The Honorable Mel Red Recana
Los Angeles Superior Court Judge