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Attorneys for Plaintiff
GONZALO G. ORDONES SOCOP, individually,
and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES — SPRING STREET COURTHOUSE

GONZALO G. ORDONES SOCOP, an
individual, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

MIRACLE MILE PROPERTIES, LP, a
limited partnership; MIRACLE MILE
PROPERTIES, INC., a corporation;
PARKWOOD KNOLL APARTMENTS, a
business entity, form unknown;
DECISIONHR, INC., a corporation;
DECISIONHR I, INC., a corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 21STCV32715

[Assigned for all purposes to the
Honorable Laura A. Seigle, Dept. SS17]

**~~[AMENDED PROPOSED]~~ ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: January 24, 2025
Time: 9:00 a.m.
Dept.: SS17

Action Filed: September 3, 2021
FAC Filed: January 24, 2022
Trial Date: Not Set

FILED
Superior Court of California
County of Los Angeles

01/24/2025

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

ORDER AND JUDGMENT

Plaintiff Gonzalo G. Ordones Socop (“Plaintiff”)’s Motion for Approval of PAGA Settlement (“Motion”) came on regularly for hearing on January 24, 2025 at 9:00 a.m., the Honorable Laura A. Seigle presiding. Having reviewed Plaintiff’s Motion, Plaintiff’s Declaration, the Declaration of Dalia Khalili and Supplemental Declaration of Dalia Khalili, and exhibits thereto, including the PAGA Settlement Agreement (“Settlement Agreement”), the Amendment to PAGA Settlement Agreement (“Amendment”), and the Second Amendment to PAGA Settlement Agreement (“Second Amendment”) (collectively, the Settlement Agreement, Amendment, and Second Amendment are referred to as the “Settlement”), attached as Exhibits E and F, respectively, to the Declaration of Dalia Khalili in Support of Plaintiff’s Motion for Approval of PAGA Settlement, and the Second Amendment attached as Exhibit A to the Supplemental Declaration of Dalia Khalili in Support of Plaintiff’s Motion for Approval of PAGA Settlement, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. The Court, for purposes of this Order and Judgment, adopts all defined terms as set forth in the Settlement.

2. Plaintiff’s Motion is hereby GRANTED.

3. Judgment is hereby entered in favor of Plaintiff and against Defendant Miracle Mile Properties, LP (“Defendant”) in the amount of \$480,000.00 pursuant to the terms of the Settlement. This Judgment is intended to be a final disposition of this action.

4. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698 *et seq.*, the Court approves the Settlement and finds that it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, to deter future violations, and to maximize enforcement of state labor laws. The Court finds that notice of the Settlement has been provided to the California Labor Workforce Development Agency (“LWDA”), as required by Labor Code § 2699(s)(2).

5. Within twenty-one (21) calendar days after Defendant’s receipt of notice of the Court granting approval of the Settlement Agreement, Defendant shall provide the Settlement

1 Administrator with a Microsoft Excel spreadsheet containing Aggrieved Employee Data,
2 including each Aggrieved Employee's name, last known mailing address, Social Security
3 number, and number of pay periods worked between June 30, 2020 through August 20, 2024
4 (the "PAGA Period").

5 6. "Aggrieved Employees" means all current and former non-exempt employees of
6 Defendant in the State of California at any time during the PAGA Period.

7 7. Within thirty (30) calendar days after entry of judgment, Defendant shall pay the
8 Gross Settlement Amount of \$480,000.00 to the Settlement Administrator.

9 8. Within fourteen (14) days after Defendant funds the Gross Settlement Amount,
10 the Administrator shall mail checks or transfer funds for all Individual PAGA Payments, the
11 LWDA PAGA Payment, the PAGA Plaintiff Service Payment, the Administration Expenses
12 Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. The
13 Settlement Administrator shall send the checks for the Individual PAGA Payments via First
14 Class U.S. Mail to each Aggrieved Employee at his or her last known address or at the updated
15 address found through a National Change of Address search.

16 9. Upon the full funding of the Gross Settlement Amount by Defendant, and except
17 as to the right to enforce the terms and conditions of the Settlement, the Aggrieved Employees
18 shall be deemed to have released the Released Parties from the Released PAGA Claims during
19 the PAGA Period. "Released PAGA Claims" means all claims, demands, rights, liabilities, and
20 causes of action for civil penalties under PAGA, arising during the PAGA Period, that were pled
21 in the Operative Complaint in the Action and Plaintiff's PAGA Notice or that reasonably could
22 have been pled based upon the factual allegations in the Operative Complaint and Plaintiff's
23 PAGA Notice. "Released Parties" means Defendant and all affiliated predecessor and successor
24 entities, and each such entity's respective present and former subsidiaries, affiliates, parents,
25 agents, employees, former employees, partners, owners, directors, officers, attorneys, trustees,
26 insurers, representatives, predecessors, successors and assigns.

27 10. Upon the full funding of the Gross Settlement Amount by Defendant, and except
28 as to the right to enforce the terms and conditions of the Settlement, Plaintiff and his respective

1 former and present spouses, representatives, agents, attorneys, heirs, administrators, successors,
2 and assigns generally release and discharge the Released Parties from any and all claims,
3 charges, transactions, losses, liabilities, damages, or occurrences through the date of execution
4 of the Settlement (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or
5 actions to enforce the Settlement, or to any claims for vested benefits, unemployment benefits,
6 disability benefits, social security benefits, or workers’ compensation benefits that arose at any
7 time. Plaintiff acknowledges that he may discover facts or law different from, or in addition to,
8 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
9 Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different
10 or additional facts or Plaintiff’s discovery of them. For purposes of Plaintiff’s Release, Plaintiff
11 expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of
12 the California Civil Code.

13 11. The Court finds the Gross Settlement Amount, the payments to the LWDA and
14 Aggrieved Employees, and the methodology used to calculate and pay each Aggrieved
15 Employee’s Individual PAGA Payment are fair, reasonable, and adequate and authorizes the
16 Settlement Administrator to pay the Individual PAGA Payments to Aggrieved Employees in
17 accordance with the terms of the Settlement. The Court also authorizes the Settlement
18 Administrator to transmit payment of 75% of the Net Settlement Amount to the LWDA.

19 12. The Court finds that PAGA Counsel’s request for attorneys’ fees in the amount
20 of \$160,000.00, which is one-third of the Gross Settlement Amount, is reasonable as a
21 percentage of the common fund with a lodestar cross-check. The Court finds that the number of
22 hours PAGA Counsel spent prosecuting the Action is reasonable, and PAGA Counsel’s hourly
23 rates are reasonable and in line with rates prevailing in the community. The Court awards
24 PAGA Counsel \$160,000.00 in attorneys’ fees to be paid from the Gross Settlement Amount.

25 13. The Settlement limits PAGA Counsel’s costs to \$20,000.00. The Court awards
26 PAGA Counsel \$17,931.40 in costs and expenses to be paid from the Gross Settlement Amount,
27 with the remaining \$2,068.60 to become part of the Net Settlement Amount.

28 14. The Court hereby approves an enhancement in the amount of \$10,000.00 to

1 Plaintiff Gonzalo G. Ordones Socop for his service as a PAGA representative, the risks he
2 undertook on behalf of the State of California and the other Aggrieved Employees, and the
3 general release of his individual claims, including his individual wage and hour claims, to be
4 paid from the Gross Settlement Amount.

5 15. The Settlement limits the settlement administration costs to \$5,000.00. The Court
6 approves settlement administration costs in the amount of \$5,000.00 to Phoenix Settlement
7 Administrators to be paid from the Gross Settlement Amount.

8 16. This Court shall retain jurisdiction with respect to all matters related to the
9 administration and consummation of the Settlement, and any and all claims, asserted in, arising
10 out of, or related to the subject matter of the Action, including but not limited to all matters
11 related to the Settlement and the determination of all controversies relating thereto.

12 17. ~~A final accounting hearing~~ ^{A non-appearance case review} is set for December 2, 2025, 2025 at 8:30 a.m.
13 The parties are ordered to provide a final report and accounting from the Settlement
14 Administrator by November 25, 2025.

15 18. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten
16 (10) calendar days of the Court's entry of this Order and Judgment, and Plaintiff shall file a
17 proof of service with the Court.

18 IT IS SO ORDERED.

19
20 DATED: 01/24/2025



Laura A. Seigle
HON. LAURA A. SEIGLE
Judge of the Superior Court
Laura A. Seigle / Judge