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CODY PAYNE, SBN 282342
cody@paynellp.com
KIM NGUYEN, SBN 293906
kim@paynellp.com
PAYNE NGUYEN, LLP
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401
Telephone: (310) 360 – 9882
Facsimile: (310) 928 – 7469

Attorneys for Plaintiff
DANIEL SARRANO LARA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

DANIEL SARRANO LARA, individually
and as a private attorney general;

Plaintiff,

vs.

ERIKSSON TILE & STONE, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 21STCV26620

*Assigned for all purposes to Hon. Kristin S.
Escalante, Dept. 24*

~~PROPOSED~~ **AMENDED ORDER
GRANTING PLAINTIFFS' MOTION FOR
ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL
ACT AND ENTERING JUDGMENT**

Hearing Date: March 9, 2023
Hearing Time: 8:30 a.m.
Department: 24

Complaint Filed: July 20, 2021
Trial Date: None Set

1 **~~PROPOSED~~ ORDER**

2 Having reviewed and considered Plaintiffs' Motion for Order Approving Settlement
3 Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment
4 ("Motion"), and good cause appearing for the same, it is hereby ORDERED, ADJUDGED, and
5 DECREED AS FOLLOWS:

6 1. The Court HEREBY APPROVES AND CONFIRMS the civil penalties and release
7 of claims provided for in the Parties' PAGA Settlement Agreement ("Settlement Agreement," or
8 "Settlement"), attached as Exhibit 3 to the Declaration of Cody Payne in Support of Motion.

9 2. Final judgment is hereby entered in conformity with the Settlement. All terms used
10 herein shall have the same meaning as defined in the Settlement Agreement.

11 3. This Court has jurisdiction over the subject matter of this Action, and over all Parties
12 to this Action, including Plaintiff Daniel Sarrano Lara ("Plaintiff Lara") and Plaintiff Heriberto
13 Rojas ("Plaintiff Rojas") (collectively, "Plaintiffs"), the State of California, and all Aggrieved
14 Employees.

15 4. The Court hereby finds that the Settlement is fair, reasonable and adequate, and
16 directs the Parties to effectuate the Settlement according to its terms. The Court finds that the
17 Settlement has been reached as a result of intensive, serious and non-collusive arms-length
18 negotiations. The Court further finds that the Parties have conducted extensive investigation and
19 research, and counsel for the Parties were able to reasonably evaluate their respective positions. The
20 Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid
21 the delay and risks that would be presented by the further prosecution of the Action. The Court has
22 reviewed the benefits that are being granted as part of the Settlement and recognizes the significant
23 value to Plaintiffs, the State of California, and all Aggrieved Employees. The Court also finds that
24 the Settlement constitutes a fair, adequate, and reasonable compromise of the released claims against
25 Defendant Eriksson Tile & Stone, Inc. ("Defendant") and the Released Parties.

26 5. The Court designates Phoenix Settlement Administrators as the third-party
27 Administrator ("the Administrator") for distribution of the Gross Settlement Amount and other
28 duties set forth in the Settlement.

1 6. Within seven (7) calendar days after the Effective Date, Defendant will provide the
2 Administrator with information for Aggrieved Employees, including each Aggrieved Employee's
3 name, last-known mailing address, Social Security number, and number of pay periods worked
4 during the PAGA Period.

5 7. Defendant has already funded \$125,000.00 of the Gross Settlement Amount by
6 transmitting the funds to the Administrator, and shall thereafter pay the remaining \$75,000.00 in
7 monthly installments of \$25,000.00, over a three (3) month period, beginning on April 10, 2023.

8 8. Within seven (7) calendar days of the full funding of the Settlement, the
9 Administrator shall distribute the Gross Settlement Amount as provided in the Settlement and set
10 forth below:

- 11 a. Eighty Thousand Dollars and Zero Cents (\$80,000.00) to PAGA Counsel for attorneys'
12 fees, which is forty percent (40%) of the Gross Settlement Amount, and attorneys' costs
13 in the amount of Eleven Thousand Dollars and Zero Cents (\$11,000.00), from the Gross
14 Settlement Amount as final payment for and complete satisfaction of any and all
15 attorneys' fees and costs incurred by and/or owed to PAGA Counsel related to the
16 Action;
- 17 b. Twenty Thousand Dollars and Zero Cents (\$20,000.00) to each Plaintiff ("Plaintiffs'
18 Enhancement Payments") from the Gross Settlement Amount, to compensate each
19 Plaintiff for their services in prosecuting the Action and performing work in support of
20 the Action and the release of their individual claims, including wage claims, wrongful
21 termination, and retaliation;
- 22 c. Three Thousand Two Hundred Fifty Dollars and Zero Cents (\$3,250.00) to the
23 Administrator, Phoenix Settlement Administrators, from the Gross Settlement Amount
24 for administration expenses incurred by the Administrator ("Administration Expenses
25 Payment"); and
- 26 d. The PAGA Penalties remaining after the deduction of the Plaintiffs' Enhancement
27 Payments, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses
28 Payment to PAGA Counsel, and Administration Expenses Payment, i.e., \$65,750.00,
shall be distributed to the California Labor and Workforce Development Agency

1 (“LWDA”) and Aggrieved Employees. 75% of the PAGA Penalties (\$49,312.50) shall
2 be distributed to the LWDA. 25% of the PAGA Penalties (\$16,437.50) shall be
3 distributed to the Aggrieved Employees on a *pro rata* basis based on the number of pay
4 periods worked by each Aggrieved Employee during the PAGA Period. The
5 Administrator shall mail each Aggrieved Employee their Individual PAGA Payment
6 check.

7 9. All checks to Aggrieved Employees shall remain valid and negotiable for 180 days
8 from the date of their issuance. If any checks are not cashed within 180 days of mailing, those funds
9 shall be transmitted to the California Controller’s Unclaimed Property Fund pursuant to the
10 Unclaimed Property Law, California Code of Civil Procedure §1500, *et seq.*, for the benefit of those
11 Aggrieved Employees who did not cash their checks until such time that they claim their property.

12 10. Upon the date the Court enters Judgment and Defendant fully funds the Gross
13 Settlement Amount, Plaintiffs shall release and discharge Defendant and each of its former and
14 present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
15 successors, assigns, subsidiaries, and affiliates (“Released Parties”) from all claims, transactions, or
16 occurrences that occurred during the PAGA Period, including, but not limited to, all claims that
17 were, or reasonably could have been, alleged, based on the facts contained in the Operative
18 Complaint and the PAGA Notice.

19 11. Upon the date the Court enters Judgment and Defendant fully funds the Gross
20 Settlement Amount, the Aggrieved Employees shall release the Released Parties from all claims for
21 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
22 Period facts stated in the Operative Complaint and the PAGA Notice. The release of the Released
23 PAGA Claims shall extend for the duration of the PAGA Period. Aggrieved Employees cannot opt
24 out of or object to the Release.

25 12. The Court finds that Plaintiffs gave notice to the LWDA and to Defendant of their
26 intention to pursue claims for civil penalties under PAGA arising out of the facts and legal theories
27 alleged in the Complaint, that the LWDA did not give notice that it intended to investigate these
28 claims within 65 days of receiving Plaintiffs’ notices, and that Plaintiffs are therefore authorized to
pursue these claims on behalf of the LWDA. The Court further finds that each Plaintiff gave notice

1 of this proposed settlement of those claims under PAGA to the LWDA in accordance with Labor
2 Code section 2699(1)(2), and that the LWDA has not expressed any objection to the proposed
3 settlement. Accordingly, this Judgment also bars the LWDA, or any other agency of the State of
4 California, or any person acting on its behalf, from collecting any penalties due to any of them, or
5 any unpaid wages due to Aggrieved Employees, to the extent those penalties or unpaid wages arise
6 out of the Released PAGA Claims or the facts giving rise to those claims. *Arias v. Super. Ct.*, 46
7 Cal.4th 969, 985-986 (2009).

8 13. PAGA Counsel is directed to submit a copy of this Order and Judgment to the
9 California Labor and Workforce Development Agency within ten (10) calendar days of entry of the
10 Judgment.

11 14. Without affecting the finality of this Order and Judgment, the Court shall retain
12 continuing jurisdiction over this action and the parties, and over all matters pertaining to the
13 implementation and enforcement of the terms of the Settlement Agreement pursuant to Civil
14 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
15 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
16 Agreement shall be presented to the Court for resolution.

17 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

18 DATED: 03/13/2023



19 *Kristin Escalante*
20 JUDGE OF THE SUPERIOR COURT
21 Kristin S. Escalante / Judge
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