

31554076

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

NOV 04 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

Attorneys for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ADEWUNMI OJO, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

PINNACLE LIGHT INDUSTRIAL, LLC;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2021-01201515-CU-OE-CXC

**PROPOSED SECOND AMENDED ORDER
GRANTING PLAINTIFF'S MOTION TO
APPROVE THE SECOND AMENDED
JOINT STIPULATION OF SETTLEMENT
AND RELEASE UNDER THE PRIVATE
ATTORNEYS GENERAL ACT AND
JUDGMENT**

Date: October 25, 2024

Time: 1:30 p.m.

Dept.: CX103

Complaint Filed: May 19, 2021

Trial Date: None

1 Plaintiff Adewunmi Ojo's ("Plaintiff") Motion to Approve the Second Amended Joint
2 Stipulation of Settlement and Release Under the Private Attorneys General Act (the "Motion") is
3 **GRANTED**. Following review of the Motion [ROA # 143] and Declaration of Kristen M.
4 Agnew in Support of the Motion [ROA # 144], the Court finds the parties' Amended Settlement
5 Agreement to be "fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531,
6 549.) **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

7 1. All terms used for purposes of this Order and Judgment, not otherwise defined,
8 shall have the same meaning as given in the Second Amended Joint Stipulation of Settlement
9 and Release Under the Private Attorneys General Act California Labor Code § 2698, *et seq.*
10 ("Second Amended Settlement Agreement"), attached as Exhibit 3 to the Declaration of Kristen
11 M. Agnew, filed on May 8, 2024 [ROA # 144].

12 2. Pursuant to the PAGA, Labor Code §§ 2699(1)(2) and (1)(4), the Labor and
13 Workforce Development Agency ("LWDA") has been given notice of the settlement. Pursuant to
14 the PAGA, on the date the Parties filed the Motion seeking approval of the Amended Settlement
15 Agreement with the Court, Plaintiff submitted to the LWDA a notice of the settlement enclosing
16 a copy of the Second Amended Settlement Agreement. The Court finds and determines that
17 Plaintiff's notice of the settlement complied with the statutory requirements of the PAGA.

18 3. The Court confirms approval of the settlement as to the following group of
19 individuals, collectively referred to as the "Aggrieved Employees":

20 All current and former employees of Defendant in the State of
21 California who were paid wages at any time from May 13, 2020,
22 through October 31, 2021.

23 4. This Court has jurisdiction over the subject matter of this litigation, over all
24 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
25 under the settlement.

26 5. The Court finds that the settlement is, in all respects, fair, reasonable, and
27 adequate. Accordingly, the Court hereby finally and unconditionally approves the settlement.

28 6. The Court approves the Notice of Settlement to Aggrieved Employees, attached

1 hereto as Exhibit 1.

2 7. The Court finds that each Aggrieved Employee, in accordance with the
3 settlement, releases the following “Released Claims” against the Released Parties:

4 [A]ll claims for civil penalties under the California Labor Code
5 Private Attorneys General Act, including costs and attorneys’ fees
6 related thereto, predicated on the alleged violation of Labor Code
7 sections 204 and/or 2802, based on the facts as alleged in the PAGA
8 Notice and the Second Amended Representative Action Complaint,
9 whether known or unknown, and including any claims under the
10 California Labor Code and/or applicable Industrial Welfare
11 Commission Wage Orders, as well any resulting claim for attorneys’
12 fees and costs that accrued during the period of May 13, 2020,
13 through October 31, 2021 (the “PAGA Period”).

14 The release only extends to PAGA claims predicated on alleged violations of Labor Code
15 §§ 204 and 2802 during the PAGA Period.

16 8. The Court finds that the Maximum Settlement Amount, PAGA Penalties Fund,
17 and the methodology used to calculate and pay each Individual Settlement Payment, in
18 accordance with the settlement, are fair and reasonable.

19 9. The Court authorizes Phoenix Settlement Administrators to act as the Settlement
20 Administrator.

21 10. The Court authorizes the Settlement Administrator to calculate and pay the
22 Individual Settlement Payments, in accordance with the terms of the Second Amended
23 Settlement Agreement.

24 11. The Court awards the Settlement Administrator in this Action its fees and costs of
25 One Thousand Seven Hundred Fifty Dollars (\$1,750.00) in accordance with the terms of the
26 Second Amended Settlement Agreement.

27 12. The Court awards Plaintiff a payment of Two Thousand Dollars (\$2,000.00),
28 which shall be paid to Plaintiff as an Enhancement Award. In exchange, Plaintiff has agreed to a

1 general release of all claims that he might have against Defendant, including a Civil Code § 1542
2 release.

3 13. The Court awards Plaintiff's Counsel its fees of Fifteen Thousand Dollars
4 (\$15,000.00), in accordance with the terms of the Second Amended Settlement Agreement. The
5 Court finds this to be a reasonable amount in light of the result obtained, the quality of the work
6 performed by Plaintiff's Counsel, a review of the billing records provided, and the estimated
7 lodestar. In approving this amount and examining the billing records as a cross-check on the
8 overall reasonableness of the fees, the Court is not approving the hourly rates proposed by
9 Plaintiff's Counsel.

10 14. The Court awards litigation costs to Plaintiff's Counsel actual litigation costs in
11 the amount of One Thousand Nine Hundred Twenty-Eight Dollars and Ninety-Eight Cents
12 (\$1,928.98).

13 15. The Court approves the allocations and payment of Sixty Thousand Dollars
14 (\$60,000.00) for the compromise of claims brought under the PAGA, to be paid in accordance
15 with the terms of the Second Amended Settlement Agreement.

16 16. Taking the above distributions into account, under the terms of the Second
17 Amended Settlement Agreement, the PAGA Penalties Fund is Thirty-Nine Thousand Three
18 Hundred Twenty-One Dollars and Two Cents (\$39,321.02). Seventy-five percent (75%) of the
19 PAGA Penalties Fund, *i.e.* Twenty-Nine Thousand Four Hundred Ninety Dollars and Seventy-
20 Six Cents (\$29,490.76), will be paid to the State of California Labor and Workforce
21 Development Agency ("LWDA Payment"). The remaining twenty-five percent (25%) of the
22 PAGA Penalties Fund, Nine Thousand Eight Hundred Thirty Dollars and Twenty-Six Cents
23 (\$9,830.26), shall be distributed to the Aggrieved Employees in accordance with the terms of the
24 Second Amended Settlement Agreement.

25 17. Checks for Individual Settlement Payments sent to Aggrieved Employees shall be
26 valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for
27 Individual Settlement Payments uncashed after one hundred eighty (180) days will be disbursed
28 to the *cy pres* recipient, Legal Aid at Work.

1 18. A Final Accounting Hearing is set for May 9, 2025 at 1:30 p.m. The Settlement
2 Administrator is to file a declaration no later than ten (10) calendar days in advance to confirm
3 that the distribution of funds is complete, including any distribution to the State Controller per
4 the Second Amended Settlement Agreement. If distribution efforts are not complete, counsel is
5 ORDERED to call the clerk and reschedule said Final Accounting date.

6 19. Pursuant to CCP § 664.6 and CRC rule 3.769(h), the Court retains exclusive and
7 continuing jurisdiction over this Action for purposes of supervising, administering,
8 implementing, interpreting, and enforcing this Judgment and Order, as well as the settlement.

9 20. Nothing in this Order and Judgment or the settlement shall be construed as an
10 admission or concession by any party. The settlement and this resulting Judgment and Order
11 simply represent a compromise of disputed allegations.

12 21. Plaintiff is directed to submit a copy of this Order to the LWDA within five (5)
13 days of the date of this Order.

14 22. The Settlement Administrator shall post copies of the operative Second Amended
15 Representative Action Complaint, Notice to Aggrieved Employees, Second Amended Settlement
16 Agreement, and Final Order and Judgment on its website for at least 90 days.

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

18 NOV 04 2024
19 DATED: _____

20 
21 _____
22 HON. LON F. HURWITZ
23 SUPERIOR COURT OF CALIFORNIA
24
25
26
27
28

EXHIBIT 1

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Re: *Adewunmi Ojo v. Pinnacle Light Industrial, LLC*,
Orange County Superior Court Case No. 30-2021-01201515-CU-OE-CXC

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Adewunmi Ojo v. Pinnacle Light Industrial, LLC*, Case No. 30-2021-01201515-CU-OE-CXC (Orange County Superior Court) (the "Action").

Adewunmi Ojo ("Named Plaintiff") filed the Action against Pinnacle Light Industrial, LLC, ("Defendant" or the "Company") pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* ("PAGA"). Named Plaintiff brought the Action on behalf of the State of California and all employees who received the payment of wages and/or mileage reimbursement under one or more former Company policies during the period of May 13, 2020 through October 31, 2021. You have been identified as one of the individuals on whose behalf the case was brought.

The Named Plaintiff in the Action claimed that Defendant owed penalties under PAGA for alleged violations of the California Labor Code. More specifically, the Named Plaintiff alleged that Defendant failed to pay wages within seven days of the close of the pay period, in violation of Labor Code section 204. The Named Plaintiff further alleged that Defendant failed to reimburse employees for all or part of their mileage-related expenses, in violation of Labor Code section 2802. Defendant maintains that all employees were timely paid wages and reimbursements, and Defendant further denies that it owes any penalties.

The Court has not ruled on the merits of the lawsuit, but it has approved the settlement amount the parties agreed to. That settlement provides for a cash payment by Defendant in the amount of \$60,000 ("Maximum Settlement Amount"). After deducting the service award to Plaintiff (\$2,000), attorneys' fees (\$15,000), actual litigation costs (up to \$5,000) and the Settlement Administrator's costs (\$1,750) from the Maximum Settlement Amount, the remaining balance represents the PAGA Penalties Fund.

The Court has approved a PAGA Penalties Fund in the amount of \$39,321.02. By statute, seventy-five percent of the PAGA Penalties Fund (\$29,490.76) goes to the State of California's Labor and Workforce Development Agency. The remaining twenty-five percent (\$9,830.26) will be paid to the individuals who were allegedly affected by the Labor Code violations at issue in the case.

1 Pursuant to the settlement, enclosed is a check for your share of a portion of the civil
2 penalties. Your portion was calculated based on the number of pay "Pivotal Pay
3 Periods" you worked during the relevant time period. As defined by the Settlement,
4 "Pivotal Pay Periods" means any pay period in which you received the payment of
5 wages and/or expense reimbursements (including for mileage, some of which were paid
6 at a rate lower than the applicable IRS standard rate) during the period from May 13,
7 2020, through October 31, 2021. The check cashing period is 180 days from the date of
8 issuance, and settlement checks will be voided after that time.

9 You are not a party to this lawsuit, but you and the government are bound by the
10 judgment in this matter as to civil penalties. As such, you will be giving up or
11 "releasing" Defendant from all PAGA claims predicated on the alleged violation of
12 Labor Code sections 204 and 2802 that accrued during the period of May 13, 2020,
13 through October 31, 2021.

14 As set forth above, in agreeing to this settlement, Defendant does not admit that it is
15 liable in any way to its current or former employees.

16 Should you have any questions regarding the settlement, the contact information for the
17 Settlement Administrator is included below:

18 Contact information for Settlement Administrator:

19 Sincerely,

20 [NAME AND TITLE OF SIGNATORY]
21
22
23
24
25
26
27
28