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8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**
11

12 NANCY ETEMAD, an individual, on behalf
of herself, and all others similarly aggrieved,

13 Plaintiff,

14 v.

15 RAYMOND JAMES & ASSOCIATES, INC., a
16 Florida corporation; and DOES 1-50, inclusive,

17 Defendants.
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FILED
Superior Court of California
County of Los Angeles

01/18/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Lopez Deputy

CASE NO. 21STCV35039

Assigned for All Purposes to:
Hon. Bruce G. Iwasaki
Dept. 58

~~PROPOSED~~ ORDER GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT

Date: January 18, 2024
Time: 9:00 a.m.
Dept.: 58

Reservation ID 597658885447

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), the Motion for Approval of Settlement under the Private Attorneys General Act
3 (“PAGA”) by Plaintiff Nancy Etemad came before this Court on a regularly noticed motion.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 Plaintiff’s Complaint and her letter to the Labor Workforce & Development Agency (“LWDA”) dated June 28, 2021 (the “LWDA Notice”), on behalf of all individuals who were employed by
8 Defendant Raymond James & Associates, Inc. (“Raymond James”) in California and classified
9 as a non-exempt employee who worked Raymond James from July 18, 2020, through the date
10 of this Order (the “Aggrieved Employees”).

11 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and
12 approve any settlement of any civil action filed pursuant to this part.” Labor Code section 2699(1)(2).
13 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement,
14 including the proposed PAGA penalties, under Labor Code section 2699(1)(2), having considered the
15 papers filed in support of the proposed settlement and the arguments of counsel, and good cause
16 appearing, HEREBY ORDERS AS FOLLOWS:

17 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

18 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
19 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
20 terms, as fair, reasonable, and adequate;

21 3. The Court finds further that Plaintiff, acting on behalf of herself and the State of
22 California, by operation of this Order and Judgment hereby release and forever discharge Defendant and
23 the Released Parties (as defined in the Settlement Agreement) from all legal claims and factual or legal
24 theories/allegations that were alleged in the operative complaint in the Action, including but not
25 limited to, all of the following claims for civil penalties under PAGA for: (a) failure to pay all
26 wages owed, including as a result of miscalculation of applicable rates of pay; (b) failure to
27 authorize and permit meal periods; (c) failure to authorize and permit rest periods; (d) failure to
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1 furnish accurate itemized wage statements; (e) failure to maintain accurate, itemized payroll
2 records; (f) failure to pay all wages earned and unpaid at separation; (g) failure to pay wages
3 timely during employment; (h) refusal to pay wages pursuant to Labor Code section 216; (i)
4 payment of secret lower wage rate pursuant to Section 223; (j) failure to reimburse necessary
5 business expenses; (k) unlawful background checks pursuant to Labor Code sections 1024.5,
6 432.5, and 432.7. The period of the Release shall extend to the date that the Court enters the
7 order granting approval of the settlement or 60 days from July 6, 2023, whichever occurs
8 sooner.

9 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
10 State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought
11 by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released
12 Claims and Released Parties.

13 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
14 Defendant is directed to make all payments required by the Settlement Agreement;

15 7. Under the Settlement Agreement, Defendant agrees to pay Three Hundred Forty
16 Thousand Dollars and No Cents (\$340,000.00) (the "Gross Settlement Amount"). The Gross Settlement
17 Amount is inclusive of payments to the LWDA and Aggrieved Employees, an enhancement award to
18 Plaintiff, Attorney's Fees and Costs, and Administration costs. No portion of the Gross Settlement
19 Amount will revert to Defendant. Plaintiff requests a representative enhancement award of \$5,000.00, and
20 Plaintiff's Counsel requests an award of attorney's fees of 1/3 of the Gross Settlement Amount,
21 \$113,333.33, and reimbursement of actual litigation expenses of \$10,028.42. Defendant does not oppose
22 these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and
23 approves each of these payments, and directs the Settlement Administrator to make the following
24 payments from the Gross Settlement Amount:

- 25 a. \$113,333.33 in attorney's fees to Crosner Legal, PC;
- 26 b. \$10,028.42 in litigation costs to Crosner Legal, PC;
- 27 c. \$5,000.00 to Plaintiff Nancy Etemad, as a representative enhancement for her services as
28 the named plaintiff in this matter, and in consideration of her full general release of claims and waiver of

Civil Code section 1542; and

d. \$3,990.00 in administration costs to Apex Class Action LLC;

8. After deducting the foregoing payments, the estimated remainder of approximately \$207,648.25 will remain (the “Net Settlement Amount” or “NSA”). 75% of the NSA (about \$155,736.19) will go to the LWDA, and the remaining 25% (about \$51,912.06) will go to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement; and

9. A Final Accounting Hearing is set for January 16, 2024. Plaintiff is ordered to file a report concerning administration of the settlement and distribution of funds no later than five (5) court days beforehand.

10. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the purpose of supervising implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: 01/18/2024



A handwritten signature in black ink, appearing to read "B. Iwasaki".

Judge of the Superior Court
Bruce G. Iwasaki / Judge