

01/12/2023

David W. Slayton, Executive Officer / Clerk of Court

By: E. Perez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

(UNLIMITED JURISDICTION)

AKANKSHA MASSEY, on behalf of herself and
all others similarly situated, and the general
public,

Plaintiff,

vs.

CHILDREN OF THE NIGHT, a California
corporation; and DOES 1–50, inclusive,

Defendants.

Case No. 21STCV30464

**~~[PROPOSED]~~ ORDER AND
JUDGMENT APPROVING PAGA
SETTLEMENT**

Having considered the Parties' PAGA Settlement Agreement ("Settlement Agreement" or "PAGA Settlement"), IT IS HEREBY ORDERED THAT:

1. To the extent required by Labor Code § 2699(l), the Settlement Agreement and its terms represent a reasonable and adequate settlement of highly disputed claims to Plaintiff, the "PAGA Employees" (as the term is defined in the PAGA Settlement), the State of California, Plaintiff's counsel, and Defendant, and is approved.

2. Defendant shall pay the "Gross Settlement Amount" (as the term defined in the Settlement Agreement) in the amount of \$50,000.00. The Gross Settlement Amount includes: (a) Attorney fees in the amount of \$16,666.67 and litigation costs in the amount of \$7,489.86; (b) "PAGA Penalty Fund" (as the term defined in the PAGA Settlement) payable to the PAGA Settlement Employees and the Labor and Workforce Development Agency ("LWDA"); and (c) Administration Costs of \$3,000.00 to administer the settlement, in accordance with the procedure set forth in the Settlement Agreement.

3. The allocation of the Settlement payment among the Plaintiff, the PAGA Settlement Employees, the State of California, the Settlement Administrator and Plaintiff's



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counsel is fair, just, reasonable, adequate, and equitable to all concerned, and is approved to the extent required under Labor Code § 2699(l).

4. The settlement is approved on the terms stated in the Settlement Agreement.

5. Judgment in this matter is entered in accordance with, and incorporates by reference, the terms and conditions of the Settlement Agreement. Instead of filing a request for dismissal to terminate this action, this judgment will terminate the action.

6. The Settlement Agreement is not an admission by Defendant, or any of the "Released Parties" (as the term is defined in the Settlement Agreement), nor is this judgment a finding of the validity of any allegations or of any wrongdoing by Defendant or the Released Parties. Neither this judgment, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or the Released Parties.

7. The PAGA Settlement shall be binding on Plaintiff, all PAGA Employees, and the State of California, who are hereby barred from re-litigating any of the claims released by the Settlement Agreement.

8. Pursuant to Code of Civil Procedure section 664.6 the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties for purposes of enforcing the terms of the PAGA Settlement.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED: 01/12/2023



Kevin C. Brazile
THE HONORABLE KEVIN C. BRAZILE
JUDGE OF THE SUPERIOR COURT
Kevin C. Brazile / Judge



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