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FILED
 Superior Court of California
 County of Los Angeles

12/08/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. Garcia Deputy

Attorneys for Plaintiff, ELIDET BORDON,
 individually and as a proxy for the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

[UNLIMITED CIVIL]

ELIDET BORDON, an individual,

Plaintiff,

vs.

AFR GROUP, LLC, a limited liability
 company; CAREER STRATEGIES
 TEMPORARY, INC. a corporation; and
 DOES 1 through 5, inclusive,

Defendants.

Case No.: 21STCV20152

*Assigned for All Purposes to the Hon. Kristin
 S. Escalante in Dept. 24*

**~~PROPOSED~~ ORDER GRANTING
 MOTION FOR APPROVAL OF PAGA
 SETTLEMENT AND FINAL JUDGMENT**

Date: Dec. 7, 2022

Time: 8:30 A.M.

Loc.: Dept. 24

Complaint Filed: May 28, 2021

Trial Date: Vacated

The Court conducted a hearing on plaintiff Elidet Bordon's ("Plaintiff") Motion For Approval of PAGA Settlement and Release (the "Motion") in accordance with California Labor Code § 2699(1)(2) of the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA").

Plaintiff's First Amended Complaint is the Operative Complaint in this action ("Complaint"). The Complaint contains causes of action under the PAGA based on alleged violations of California Labor Code.

Plaintiff's Complaint seeks civil penalties on behalf of the State of California, as well as all "Aggrieved Employees," which consist of all current and former non-exempt employees of defendant

1 AFR Group, LLC (“Defendant”) (including, but not limited to, Plaintiff), who were employed by
2 Defendant in California at any time from June 3, 2020 to and including the date the Court grants
3 approval of the settlement between Plaintiff and Defendant and signs this Order Granting Motion for
4 Approval of PAGA Settlement and Final Judgment (“Order and Final Judgment”) (the period from
5 June 3, 2020 to and including the date the Court grants approval of the settlement between Plaintiff
6 and Defendant and signs this Order and Final Judgment hereafter the “Covered Period”).

7 The Court, having considered the Motion, and the documents submitted in support thereof,
8 including the Joint Stipulation of PAGA Settlement Agreement and Release attached to the September
9 21, 2022, declaration of Matthew Gutierrez as Exhibit 1, and the First Amendment to Joint Stipulation
10 of PAGA Settlement Agreement and Release attached to the December 1, 2022, declaration of Matthew
11 Gutierrez as Exhibit A (collectively the “Settlement Agreement”), and GOOD CAUSE appearing,
12 HEREBY ORDERS that the Motion is GRANTED, subject to the following findings and orders:

13 1. The Court approves the terms of the Settlement Agreement submitted in support of the
14 Motion, incorporates by reference the terms thereof, and directs the implementation of the terms,
15 conditions, and provisions contained therein. Undefined capitalized terms included herein shall have the
16 meaning assigned to them in the Settlement Agreement. Pursuant to PAGA and Labor Code section
17 2699(l), the Court approves the Settlement and finds that it achieves the PAGA’s public policy
18 objectives and is fair, just, reasonable, and adequate. The Parties and the Settlement Administrator are
19 therefore directed to perform in accordance with the terms set forth in the Settlement.

20 2. The Court finds that it has jurisdiction over the subject matter of the Action and all
21 parties to the Action, including all Aggrieved Employees.

22 3. The Court approves and appoints Phoenix Settlement Administrators to serve as the
23 Settlement Administrator for this Settlement. The Administrative Costs shall not exceed \$2,500.00.
24 The Court orders that the Settlement Administrator shall be paid \$2,100.00 for all of its work done and
25 to be done until the completion of this matter, and finds that sum appropriate.

26 4. The Parties are to bear their own costs, except as otherwise provided in the Settlement
27 Agreement.

1 5. In accordance with the Settlement Agreement, Defendant shall pay \$42,800.00 (the
2 “Gross Settlement Amount”) to the Settlement Administrator pursuant to the terms of the Settlement
3 Agreement. As set forth in more detail in the Settlement Agreement, all payments associated with the
4 Settlement Agreement shall be paid from the Gross Settlement Amount, including all of the following:
5 all civil penalty payments to the Aggrieved Employees and the California Labor and Workforce
6 Development Agency (“LWDA”) pursuant to the PAGA, all Court-approved attorneys’ fees and
7 Litigation costs, all Administrative Costs, all expenses, all statutory penalties, all interest, and all
8 employment taxes if any are owed.

9 6. As part of the Settlement, Plaintiff’s Counsel sought an award of attorney’s fees of
10 \$14,124.00 and Litigation costs of \$700.00. Defendant does not oppose these requests. The Court finds
11 that the attorneys’ fees in the amount of \$14,124.00 for Plaintiff’s Counsel, and reimbursement of
12 Litigation costs of \$700.00 are fair, reasonable and adequate, and orders that the Settlement
13 Administrator distribute these payments to Plaintiff’s Counsel as provided for in the Settlement
14 Agreement.

15 7. The Court finds that the Gross Settlement Amount is fair, reasonable, and adequate. The
16 Court directs Defendant to fund the Gross Settlement Amount as set forth in the Settlement Agreement.

17 8. After deducting payments for the Administrative Costs, attorneys’ fees and Litigation
18 costs, the remainder, in the amount of \$25,476.00, shall form the Net Settlement Amount. The Net
19 Settlement Amount will then be allocated pursuant to Labor Code § 2699(i) and shall be divided, with
20 75 percent (\$19,107.00) being paid to the LWDA, and the remaining 25 percent (\$6,369.00) paid and
21 distributed to the Aggrieved Employees, pursuant to the terms of the Settlement Agreement. The Court
22 approves these payments.

23 9. The Court approves the scope of the release contained in the Settlement Agreement.
24 Following entry of this Order and Final Judgment, Plaintiff, all Aggrieved Employees and the State of
25 California will release the Released Persons from the Released PAGA Claims, as follows:

26 As of the Effective Date, regardless of whether they actually receive notice
27 of the Settlement or any payment pursuant to the Settlement, Plaintiff, the
28 Aggrieved Employees, and the State of California hereby release the
Released Persons from all claims, liabilities and/or causes of action for civil

penalties for violations allegedly occurring during the Covered Period that Plaintiff, the Aggrieved Employees, and/or the State of California may have under the California Labor Code, IWC Wage Orders, state regulations, and/or any other provisions of state law, whether known or unknown, suspected or unsuspected, as to any allegations that Plaintiff and/or the Aggrieved Employees suffered Labor Code and/or other violations based on and/or arising from any of the causes of action, statutes, liabilities, allegations and/or claims asserted in the PAGA Claim and/or LWDA Notice, or that could have been alleged in the PAGA Claim based on the facts alleged in the PAGA Claim and/or LWDA Notice (the “Released PAGA Claims”). Without in any way limiting the foregoing, and for the avoidance of doubt, Plaintiff, the Aggrieved Employees and the State of California release the Released Persons from all of the Released PAGA Claims on behalf of themselves and their heirs, executors, representatives, administrators, agents, insurers, successors and assigns. Further, without in any way limiting the foregoing, and for the avoidance of doubt, Plaintiff, the Aggrieved Employees and the State of California also release the Released Persons from any and all claims for attorneys’ fees and/or Litigation costs incurred in connection with the PAGA Claim or otherwise, including, but not limited to, in connection with prosecuting the Released PAGA Claims, other than those attorneys’ fees and Litigation costs set forth in the Settlement Agreement that are to be paid from the Gross Settlement Amount to the extent they are approved by the Court.

10. In addition to the foregoing, Plaintiff has also provided Defendant and others with a general release of all claims along with a waiver of the protections of California Civil Code section 1542, as set forth in more detail in a confidential individual settlement agreement between Plaintiff and Defendant (the terms of this Order and Final Judgment are not intended to in any way limit the scope of the release of claims in the Parties’ separate individual settlement agreement).

11. In the event that Defendant fails to ever deposit the Gross Settlement Amount with the Settlement Administrator, the foregoing waiver and release of claims shall not become effective.

12. The Court approves the handling of any unclaimed funds as set forth in the Settlement Agreement.

13. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and Release of PAGA Claims, attached as Exhibit C to the Settlement Agreement (the “Notice”), which shall be mailed via First-Class United States mail to the Aggrieved Employees in English and Spanish along with the individual settlement payments by the Settlement Administrator pursuant to the terms and procedures outlined in the Settlement Agreement.

1 14. This document shall constitute a Judgment. The Court reserves exclusive and continuing
2 jurisdiction over the action and the Parties, pursuant to Code of Civil Procedure section 664.6, for the
3 purposes of supervising the implementation, enforcement, administration, and interpretation of the
4 Settlement Agreement and this Order and Final Judgment.

5 15. This Order and Final Judgment shall be binding on all Aggrieved Employees and the
6 State of California, who are hereby barred by the doctrine of Res Judicata from re-litigating the
7 Released Claims. (*See* Arias v. Superior Court (2009) 46 Cal.4th 969, 986).

8 16. Plaintiff's Counsel is hereby ordered to submit this Order and Final Judgment to the
9 LWDA pursuant to the requirements of California Labor Code section 2699(1)(3).

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

11
12 Dated: 12/08/2022



Kristin S. Escalante

Kristin S. Escalante / Judge
Hon. Judge Kristin S. Escalante