

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (SBN #068687)
4 Kyle R. Nordrehaug (SBN #205975)
5 Aparajit Bhowmik (SBN #248066)
6 2255 Calle Clara
7 La Jolla, CA 92037
8 Telephone: (858) 551-1223
9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiff

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF LOS ANGELES**

13 JENNA FRAIJO, on behalf of the State of
14 California, as a private attorney general,

15 Plaintiff,

16 v.

17 ATLAS COPCO COMPRESSORS LLC.,
18 a Limited Liability Company; and DOES 1
19 through 50, inclusive,

20 Defendants.

Case No.: 21NWCV00536

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

Hearing Date: February 8, 2023

Hearing Time: 1:30 p.m.

Reservation # 256856332745

Judge: Hon. Olivia Rosales

Dept.: C

1
2 Plaintiff Jenna Fraijo ("Plaintiff") moves for approval of the settlement of Plaintiff's claims
3 under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California
4 Labor Code § 2699(1), against Defendant Atlas Copco Compressors LLC ("Defendant").

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in
6 this action and is authorized to act as private attorney general with respect to the PAGA claims being
7 released under the terms of the PAGA Settlement Agreement ("Settlement Agreement"), which is
8 incorporated by reference. The California Labor Workforce Development Agency was provided
9 with notice of the Settlement and the motion for approval of the PAGA settlement via its online
10 process and no objection has been received to the settlement or the motion from the Labor
11 Workforce Development Agency.

12 The Parties seek approval of the settlement of Plaintiff's PAGA claims and the PAGA
13 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
14 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
15 \$200,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed
16 \$7,000) for ILYM to administer the settlement, PAGA Counsel Fees Payment in the amount of
17 \$66,666 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses
18 Payment in the amount of \$12,889.42. The PAGA Payment, which is the amount remaining of the
19 Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, PAGA
20 Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor
21 Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of
22 the payment will be paid to the LWDA (no less than \$84,250.50) and 25% will be paid to the
23 Aggrieved Employees (no less than \$28,083.50).

24 The Court, having reviewed the evidence and papers submitted and argument of counsel,
25 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff's motion and approves the
26 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
27 allocated and paid out as set forth in the Settlement Agreement.
28

1 The “Aggrieved Employees” are defined as all individuals who were employed by Defendant
2 Atlas Copco Compressors LLC in California and classified as non-exempt employees during the
3 PAGA Period. The PAGA Period is the period from June 3, 2020 to September 30, 2022.

4 The Aggrieved Employees are estimated to consist of 112 individuals.

5 Upon the Effective Date of this Order and Judgment, Defendant and the Released Parties (as
6 defined in the PAGA Settlement Agreement) shall be entitled to a release of the Released PAGA
7 Claims. The “Released PAGA Claims” are all PAGA claims for civil penalties under California
8 Labor Code §§ 2698 *et seq.*, predicated on the California Labor Code violations that are asserted in
9 the LWDA Notice and operative complaint (or PAGA Claims that could have been asserted based
10 on the facts alleged in the operative LWDA Notice and operative complaint) which are for civil
11 penalties pursuant to Labor Code section 2699, *et seq.* for violations of Labor Code sections §§ 201,
12 202, 203, 204 *et seq.*, 210, 221, 226, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558, 558(a)(1)(2),
13 1194, 1197, 1197.1, 1198, 1198.5, 2802 and applicable Industrial Welfare Commission Wage Orders
14 including California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B) during the
15 PAGA Period. The Released PAGA Claims does not include underlying Labor Code claims, claims
16 for wrongful termination, discrimination, unemployment insurance, disability, and workers’
17 compensation, and claims outside of the PAGA Period. The Released PAGA Claims do not include
18 any claims that cannot be released as a matter of law. In no event shall the release of the Released
19 PAGA Claims release any individual claims of any individuals.

20 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
21 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
22 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
23 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any
24 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
25 this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as
26 to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any
27 such liability or wrongdoing.
28

1 This claim asserted under PAGA in this action is dismissed with prejudice. The individual
2 claims of the Plaintiff are dismissed with prejudice. After entry of this Order and Judgment, the
3 Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction pursuant to California
4 Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the Settlement
5 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
6 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
7 benefits.

8 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
9 **ENTERED ACCORDINGLY.**

10
11 DATED: _____

THE HONORABLE OLIVIA ROSALES
JUDGE OF THE SUPERIOR COURT