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FILED
Superior Court of California
County of Los Angeles
11/16/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CAMILLE CAMPBELL, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

THE OC MURPHY GROUP, a California
corporation; Philip M. Myers, individually; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21TRCV00675

Honorable Elihu M. Berle
Department SSC 6

~~[REVISED PROPOSED]~~ ORDER AND
JUDGMENT GRANTING APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND AWARD
OF ATTORNEYS' FEES AND COSTS,
GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION COSTS

Date: November 9, 2023
Time: 10:00 a.m.
Department: SSC6

Complaint Filed: September 16, 2021
Trial Date: None Set

~~[REVISED PROPOSED]~~ ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS,
GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS

1 This matter came before the Honorable Elihu M. Berle in Department SSC6 of the Superior Court
2 of the State of California, for the County of Los Angeles, on November 9, 2023, at 10:00 a.m., on Plaintiff
3 Camille Campbell's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code
4 § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and
5 Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared
6 for Plaintiff and O'Hagan Meyer appeared for Defendants The OC Murphy Group and Philip M. Meyers
7 ("Defendants").

8 On or around August 02, 2023, Plaintiff and Defendant (together, the "Parties") executed the Private
9 Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or
10 "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel Edwin Aiwarzian and Brian J. St. John, (3) the Declaration of Plaintiff
13 Camille Campbell, and (3) the Settlement Agreement.

14 Having duly considered the Parties' papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 16 1. The Motion for Approval of Settlement is granted.
- 17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
20 the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
23 2699.3(a).
- 24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action ("Action").

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1 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:
2 All current and former hourly-paid, non-exempt employees who worked for Defendants in the
3 State of California during the PAGA Period (“Aggrieved Employees”).

4 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
5 negotiations.

6 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
7 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
8 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
9 Amount shall be the Total Settlement Amount (\$200,000.00) less the approved Attorneys’ Fees and Costs
10 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement
11 Administration Costs to ILYM Group (the “PAGA Settlement Administrator”). Seventy-five percent (75%)
12 of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five
13 percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees (“Employees’
14 Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

15 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and
16 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
17 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
18 with, this Order and Judgment and the Settlement Agreement.

19 9. The Court approves the payment of \$66,666.67 to Lawyers *for* Justice, PC for attorneys’ fees.
20 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this
21 Order and Judgment and the Settlement Agreement.

22 10. The Court approves the payment of \$11,348.36 to Lawyers *for* Justice, PC for reimbursement
23 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
24 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

25 11. The Court approves payment in the amount of \$5,000.00 to Plaintiff Camille Campbell for
26 her General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be
27 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

28 12. The Court approves payment up to the amount of \$5,000.00 to ILYM Group for the
Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be

1 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

2 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
3 Judgment and the Settlement Agreement.

4 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
5 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the PAGA
6 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
7 it distributes payments to Aggrieved Employees for their share of the Employees’ Portion (“Individual
8 Settlement Share”).

9 15. No later than ten (10) calendar days after the date of this Order and Judgment, Defendant will
10 provide the PAGA Settlement Administrator with the Aggrieved Employee List, in accordance with this
11 Order and Judgment and the Settlement Agreement.

12 16. No later than twenty-one (21) calendar days of the date of this Order and Judgment,
13 Defendant shall deposit the Total Settlement Amount into a qualified settlement account established by the
14 PAGA Settlement Administrator for administration of the Settlement, in accordance with this Order and
15 Judgment and the Settlement Agreement.

16 17. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List and
17 Total Settlement Amount, the PAGA Settlement Administrator shall distribute the Individual Settlement
18 Share checks to Aggrieved Employees, LWDA Payment to the LWDA, General Release Fee to Plaintiff,
19 Attorneys’ Fees and Costs to Plaintiff’s Counsel, and payment to itself for the Settlement Administration
20 Costs, as provided for by this Order and Judgment and the Settlement Agreement.

21 18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
22 and negotiable for one hundred eighty (180) calendar days, and thereafter, shall be cancelled. Funds
23 associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the
24 California State Controller’s Office Unclaimed Property Division, in the name of the Aggrieved Employee
25 whose check is cancelled.

26 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
27 the entry of this Order and Judgment and full funding of the Total Settlement Amount, Plaintiff and the State
28 of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily

released and forever discharged the Released Parties from the Released Claims.

20. “Released Parties” means Defendants, and each of their former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

21. “Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 7-2001.

22. “PAGA Period” means the period January 17, 2020 to June 3, 2023.

23. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

24. Court sets OSC Re Compliance with Judgment for 5-15-24 at 8:30 a.m. Report due 5-8-24.

Date: 11-15-23



Elihu M. Berle

Honorable Elihu M. Berle
Judge of the Los Angeles County Superior Court
Elihu M. Berle / Judge

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On November 9, 2023, I served the foregoing documents described as: **[REVISED PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS** on interested parties in this action as follows:

Anthony Ocegura (AOcegura@ohaganmeyer.com)
Elaine McCormick (emccormick@ohaganmeyer.com)

O'HAGAN MEYER
5200 North Palm Avenue, Suite 302
Fresno, California 93704

Attorney for Defendant

[X] BY E-MAIL

The above-referenced documents were transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(1). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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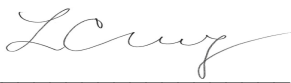
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[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 9, 2023, at Glendale, California.



Lindsey Crosby