

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 Melissa A. Huether, Esq. (SBN 316604)
4 **LAVI & EBRAHIMIAN, LLP**
5 8889 W. Olympic Boulevard, Suite 200
6 Beverly Hills, California 90211
7 Telephone: (310) 432-0000
8 Facsimile: (310) 432-0001
9 Emails: jlavi@lelawfirm.com
10 vgranberry@lelawfirm.com
11 mhuether@lelawfirm.com

12 Attorneys for Plaintiff ELIA DEYANIRA ALANIS,
13 on behalf of herself and others aggrieved employees.

14 *Additional Counsel Next Page*

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

17 ELIA DEYANIRA ALANIS, on behalf of
18 herself and other aggrieved employees,

19 Plaintiff,

20 vs.

21 SIMPLEHUMAN LLC; and DOES 1 to
22 100, inclusive,

23 Defendants.

Case No.: 21STCV42954

*[Assigned for All Purposes to:
Hon. Steven J. Kleifield, Dept. 57]*

**JOINT STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA"); [PROPOSED] ORDER AND
JUDGMENT THEREON**

*[Filed Concurrently with the Declaration of
Melissa A. Huether in Support Thereof]*

LEWIS BRISBOIS BISGAARD & SMITH LLP
NIMA DAROUIAN, SB# 271367

E-Mail: Nima.Darouian@lewisbrisbois.com
SAHRA "NADINE" AGHAREZAEI SB# 333637

E-Mail: Sahra.Agharezaei@lewisbrisbois.com

633 West 5th Street, Suite 4000

Los Angeles, California 90071

Telephone: 213.250.1800

Facsimile: 213.250.7900

Attorneys for Defendant, SIMPLEHUMAN,
LLC

1 Plaintiff ELIA DEYANIRA ALANIS (“Plaintiff”) and Defendant SIMPLEHUMAN
2 LLC (“Defendant”) (collectively, “the Parties”), by and through their respective counsel of
3 record, hereby stipulate and agree as follows:

4 **WHEREAS**, on September 17, 2021, Plaintiff submitted a letter to the California Labor
5 and Workforce Development Agency (“LWDA”) to notify the LWDA pursuant to the Private
6 Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent
7 to seek civil penalties under PAGA for violations of the Labor Code;

8 **WHEREAS**, on November 22, 2021, Plaintiff filed a representative PAGA action
9 complaint alleging a single claim pursuant to PAGA for the following claims against
10 Defendants: (1) failure to pay wages for all hours worked at the legal minimum wage; (2) failure
11 to pay wages for all overtime hours worked at the overtime rate of pay; (3) failure to pay wages
12 to hourly non-exempt employees to compensate them for workdays Defendants failed to
13 provide legally required and compliant meal periods; (4) failure to pay wages to hourly non-
14 exempt employees to compensate them for workdays Defendants failed to provide legally
15 required and compliant rest periods; (5) failure to indemnify for losses and expenditures
16 incurred as part of employment; (6) failure to timely pay earned wages during employment; (7)
17 failure to provide complete and accurate wage statements; and (8) failure to pay all wages due
18 and owing upon separation of employment (“the Action”);

19 **WHEREAS**, the Parties agreed to attend a private mediation session with well-respected
20 mediator Steve Rottman, Esq., who is experienced in wage and hour class and PAGA
21 representative actions;

22 **WHEREAS**, in advance of the mediation, the Parties agreed to engage in informal
23 discovery. The Parties subsequently exchanged informal discovery, including: a data sampling
24 consisting of the complete timekeeping and payroll records for approximately 35 persons
25 employed by Simplehuman in California and classified as a non-exempt, hourly employee, who
26 worked at least one pay period for Simplehuman at any time during the PAGA Period (the
27 “Aggrieved Employee”); information and documentation concerning the claims set forth in the
28 Action, such as the pertinent employee handbook; the number of Aggrieved Employees and the

1 number of current versus former employees; and the total pay periods worked by the Aggrieved
2 Employees from September 17, 2020 through mediation;

3 **WHEREAS**, on July 25, 2022, the Parties attended an all-day mediation with
4 experienced wage-and-hour mediator Steve Rottman, where a settlement was reached and a
5 Memorandum of Understanding was executed;

6 **WHEREAS**, the Parties concluded that there were benefits associated with settling the
7 matters, and concluded, after taking into account the sharply disputed factual and legal issues
8 involved in this litigation, the risks associated with further prosecution, the substantial benefits
9 to be received pursuant to the compromise and settlement of the PAGA representative penalty
10 claims as set forth in the Settlement Agreement, and that settlement on the terms set forth therein
11 is in the best interest of the Plaintiff, the LWDA, the Aggrieved Employees, and Defendant,
12 and is fair and reasonable;

13 **WHEREAS**, Defendant denies any liability or wrongdoing of any kind associated with
14 the claims alleged in the action; Defendant further denies that this action is appropriate for
15 PAGA representative treatment for any purpose other than settling this case; Defendant
16 contends that it has complied at all times with the California Labor Code, the related California
17 Wage Orders, and all other state wage laws, and further contends that this case is without merit;
18 Defendant has denied and continues to deny each and every material factual allegation and
19 alleged claim asserted against it in this case and denies that Plaintiff or any other alleged
20 aggrieved employee has been harmed based on the allegations raised by Plaintiff;

21 **WHEREAS**, the Parties have reached a settlement of the claims of the Aggrieved
22 Employees who are defined as: a person employed by Simplehuman in California and classified
23 as a non-exempt, hourly employee, who worked at least one pay period for Simplehuman at
24 any time during the PAGA Period. The PAGA Period is from September 17, 2021 to September
25 23, 2022. According to the informal discovery conducted in advance of the mediation in this
26 matter, Plaintiff's counsel and expert witness analyzed a sampling of the complete time and pay
27 records for 35 of the approximately 114 employees of Defendant during the period from
28

1 approximately September 17, 2021 to the date of mediation. The number of pay periods
2 through mediation was estimated to be 2,952;

3 **WHEREAS**, thereafter, Parties negotiated and finalized the terms of a settlement
4 memorialized in a long-form PAGA Settlement Agreement (the “Settlement Agreement”); a
5 true and correct copy of the fully executed Settlement Agreement is appended to the
6 concurrently filed Declaration of Melissa A. Huether in Support (“Huether Dec.”) as **Exhibit**
7 **1**;

8 **WHEREAS**, any settlement of a PAGA action brought by an aggrieved employee must
9 be approved by the court. Lab. Code § 2699(1)(2). In 2009, the California Supreme Court held
10 that an aggrieved employee's representative action brought on behalf of the state and other
11 aggrieved employees against an employer for PAGA violations *does not* need to meet the
12 requirements for class certification nor does there need to be notice to the other employees.
13 *Arias v. Superior Court*, 46 Cal.4th 969, 975; thus, the Court simply reviews the settlement and
14 approves it if it is deemed to be fair and reasonable. *See Gutilla v. Aerotek, Inc.*, 2017 WL
15 2729864, at *3 (E.D. Cal. Mar. 2017) (“the court will approve a settlement of PAGA claims
16 upon a showing that the settlement terms (1) meet the statutory requirements set forth by PAGA,
17 and (2) are fundamentally fair, reasonable, and adequate in view of PAGA’s public policy
18 goals.”); *see also Rincon v. W. Coast Tomato Growers, LLC*, 2018 WL 828104, at *2 (S.D. Cal.
19 2018) (same);

20 **WHEREAS**, the Parties seek to obtain the Court’s approval of the settlement terms and
21 resolve this matter in the most efficient manner possible; and

22 **WHEREAS**, for the reasons set forth in the supporting Declaration of Melissa A.
23 Huether, the PAGA settlement obtained here, including a gross PAGA settlement amount of
24 \$225,000, is fair and reasonable.

25 **THEREFORE, IT IS HEREBY STIPULATED AND PROPOSED BY THE**
26 **PARTIES HERETO AS FOLLOWS:**

27 The Parties stipulate and jointly request that the Court approve the following terms of the
28 fully-executed PAGA Settlement Agreement (“Settlement Agreement”) which includes the

following key terms:

1. “Aggrieved Employee” means a person employed by Simplehuman in California and classified as a non-exempt, hourly employee, who worked at least one pay period for Simplehuman at any time during the PAGA period. (Settlement Agreement ¶ 1.4);
2. “PAGA Period” means from September 17, 2021 to September 23, 2022. (Settlement Agreement ¶ 1.18);
3. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period. (Settlement Agreement ¶ 1.11);
4. “Gross Settlement Amount” means \$225,000 which is the total amount Simplehuman agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment. (Settlement Agreement ¶ 1.10):
 - a. Plaintiff’s counsel will seek for attorneys’ fees up to Seventy-Five Thousand Dollars (\$75,000) (“PAGA Counsel Fees Payment”), one third of the Gross Settlement Amount for all past and future attorneys’ fees necessary to prosecute, settle, and administer the Action and this Settlement (Settlement Agreement ¶ 3.2.1.);¹
 - b. Plaintiff’s Counsel will seek reasonable costs up to Twenty-Two Thousand Dollars (\$22,000) for all past and future litigation costs and expenses necessary to prosecute, settle, and administer the Action and

¹ See ¶¶ 39-55 of Declaration of Melissa A. Huether in Support of Joint Stipulation Requesting Approval of Settlement Pursuant to the Private Attorneys General Act of 2004, filed concurrently herewith, for briefing on Plaintiff’s counsel’s request for attorneys’ fees. Plaintiff contends 33 1/3% of the Gross Settlement Amount is fair and reasonable as this is a common fund settlement.

1 this Settlement (“PAGA Litigation Expenses Payment”) (Settlement
2 Agreement ¶ 3.2.1.); and

3 c. The Parties have allocated Eight Thousand Dollars (\$8,000) for the
4 Administration Expenses Payment. If the Administration Expenses
5 Payment actually incurred are lower than the allocation described here,
6 the unused funds shall be part of the Net Settlement Amount. (Settlement
7 Agreement ¶ 3.2.2.).

8 5. Based on the requested amounts which are to be paid from the Gross Settlement
9 Amount, the estimated PAGA Penalties is \$120,000.00, of which 75% (i.e.,
10 \$90,000.00) will be distributed to the LWDA and the remaining 25% (i.e.,
11 \$30,000.00) will be distributed to Aggrieved Employees. The average payment
12 to Aggrieved Employees is approximately \$263,16, based on 114 Aggrieved
13 Employees sharing an estimated \$30,000.00;

14 6. No Ability to Object or Opt-Out. The alleged Aggrieved Employees are not
15 permitted to opt-out or object to the Settlement Agreement. *See Robinson v.*
16 *Southern Counties Oil Co.* (August 13, 2020), First Appellate Dist. A158791;

17 7. The Administrator will calculate each Individual PAGA Payment by (a) dividing
18 the amount of the Aggrieved Employees’ 25% share of PAGA Penalties
19 (\$30,000.00) by the total number of PAGA Period Pay Periods worked by all
20 Aggrieved Employees during the PAGA Period and (b) multiplying the result
21 by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved
22 Employees assume full responsibility and liability for any taxes owed on their
23 Individual PAGA Payment. A “PAGA Pay Period” means any Pay Period during
24 which an Aggrieved Employee worked for Simplehuman for at least one day
25 during the PAGA Period. The Individual PAGA Payments to Aggrieved
26 Employees are in settlement of claims for civil penalties. The Administrator will
27 be responsible for meeting tax reporting obligations including the issuance of
28 IRS Form 1099 as appropriate. (Settlement Agreement ¶ 3.2.3.2.);

1 8. PAGA Notice and Payment Procedure:

- 2 a. Within 30 days, Simplehuman will simultaneously deliver the Aggrieved
3 Employee Data to the Administrator in the form of a Microsoft Excel
4 spreadsheet. The Aggrieved Employee Data means Aggrieved Employee
5 identifying information in Simplehuman's possession including the
6 Aggrieved Employee's name, last-known mailing address, Social
7 Security number, and number of PAGA Pay Periods. (Settlement
8 Agreement ¶ 1.5);
- 9 b. Simplehuman shall fully fund the Gross Settlement Amount by
10 transmitting the funds to the Administrator no later than 30 days after the
11 Effective Date. (Settlement Agreement ¶ 4.3.);
- 12 e. Within 15 days after Simplehuman funds the Gross Settlement Amount,
13 the Administrator will mail checks for all Individual PAGA Payments,
14 the LWDA PAGA Payment, the Administration Expenses Payment, the
15 PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel
16 Litigation Expenses Payment shall not precede disbursement of
17 Individual PAGA Payments. (Settlement Agreement ¶ 4.4.)
- 18 f. The Administrator will issue checks for the Individual PAGA Payments
19 and send them to the Aggrieved Employees via First Class U.S. Mail,
20 postage prepaid. The face of each check shall prominently state the date
21 (not less than 180 days after the date of mailing) when the check will be
22 voided. (Settlement Agreement ¶ 4.5.) For any Aggrieved Employee
23 whose Individual PAGA Payment check is uncashed and cancelled after
24 the void date, the Administrator shall transmit the funds represented by
25 such checks to the California Controller's Unclaimed Property Fund in
26 the name of the Aggrieved Employee. (Settlement Agreement ¶ 4.5.2.);
- 27 g. The Administrator must conduct an Aggrieved Employee Address
28 Search for all Aggrieved Employees whose checks are returned

1 undelivered without USPS forwarding address. Within 7 days of
2 receiving a returned check the Administrator must re-mail checks to the
3 USPS forwarding address provided or to an address ascertained through
4 the Aggrieved Employee Address Search. Settlement Agreement ¶
5 4.512.)
6

7 Dated: December 30, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

9 By: 
10 Joseph Lavi, Esq.
11 Vincent C. Granberry, Esq.
12 Melissa A. Huether, Esq.
13 Attorneys for Plaintiff
14 ELIA DEYANIRA ALANIS,
15 on behalf of herself and others aggrieved
16 employees

17 Dated: December 20, 2022

Respectfully submitted,
LEWIS BRISBOIS BISGAARD & SMITH LLP

18 By: 
19 Nima Darouian
20 Sahra "Nadine" Agharezaei
21 Attorneys for Defendant Simplehuman, LLC
22
23
24
25
26
27
28

1 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
2 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

3
4 ELIA DEYANIRA ALANIS, on behalf of
5 herself and other aggrieved employees,

6 Plaintiff,

7 vs.

8 SIMPLEHUMAN LLC; and DOES 1 to
9 100, inclusive,

10 Defendants..
11

Case No.: 21STCV42954

*[Assigned for All Purposes to:
Hon. Steven J. Kleifield, Dept. 57]*

**[PROPOSED] ORDER GRANTING JOINT
STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") AND JUDGMENT THEREON**

12 Pursuant to Stipulation by the parties and good cause appearing:

13 Having considered the submissions of Plaintiff Elia Deyanira Alanis ("Plaintiff") and
14 Defendant Simplehuman LLC ("Defendant") (collectively, the "Parties"), and all legal
15 authorities and documents submitted in support thereof, including the PAGA Settlement
16 Agreement (the "Settlement Agreement") attached to the Huether Declaration as **Exhibit 1**, and
17 good cause appearing,

18 **HEREBY ORDERS AND ENTERS JUDGMENT**, as follows:

19 1. All terms used herein shall have the same meaning as defined in the Settlement
20 Agreement attached to the Huether Dec. as **Exhibit 1**.

21 2. The Court hereby approves the terms set forth in the Settlement Agreement and
22 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
23 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that
24 the Settlement Agreement has been reached as a result of informed and non-collusive arm's-
25 length negotiations. The Court further finds that the Parties were able to reasonably evaluate
26 their respective positions. The Court also finds that settlement now will avoid additional and
27 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue
28

1 to litigate the case. The Court has reviewed the monetary recovery being provided as part of
2 the Settlement and recognizes the significant value accorded to the PAGA Group Members.

3 3. The Settlement Agreement is not an admission by Defendant or by any other of
4 the Released Parties, nor is this Order a finding of the validity of any allegations or of any
5 wrongdoing by any Defendant or any other Released Parties. Neither this Order, the Settlement
6 Agreement, nor any document referred to herein, nor any action taken to carry out the
7 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
8 wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of
9 the other Released Parties.

10 4. The entire PAGA Penalties (the remainder of the Gross Settlement Amount after
11 deducting PAGA Counsel Fees Payment (\$75,000.00) and PAGA Counsel Litigation Expenses
12 Payment (\$14,633.17) and the Administration Expenses Payment (no more than \$8,000) from
13 the \$225,000 Gross Settlement Amount) shall be allocated for payment of civil penalties and
14 shall be distributed 75% to the LWDA as the LWDA PAGA Payment and 25% to the Aggrieved
15 Employees.

16 5. The Net Settlement Amount shall be distributed to Aggrieved Employees pro rata
17 based on the number of PAGA Pay Periods worked by all Aggrieved Employees for Defendants
18 during the PAGA Period. "Aggrieved Employees" means a person employed by Simplehuman
19 in California and classified as a non-exempt, hourly employee, who worked at least one pay
20 period for Simplehuman at any time during the PAGA Period. "PAGA Period" means the time
21 period from September 17, 2020 to September 23, 2022.

22 6. The Administrator shall pay the Aggrieved Employees pursuant to the procedure
23 described in the Settlement Agreement.

24 7. The Court hereby confirms Lavi & Ebrahimian, LLP as PAGA Counsel.

25 ///

26 ///

27 ///

1 8. The Court hereby awards attorneys' fees in the amount of 33 1/3% of the Gross
2 Settlement Amount, which is \$75,000.00 in attorneys' fees and \$14,633.17 in attorneys' costs.
3 The payment of fees to PAGA Counsel shall be made in accordance with the terms of the
4 Settlement.

5 9. The Court approves CPT Group, Inc. as the Administrator and awards up to Eight
6 Thousand Dollars (\$8,000.00) in Administration Expenses Payment to the Administrator.

7 10. All settlement checks will remain valid for 180 days after which the checks shall
8 become null and void, and any monies remaining in the distribution account shall be transmitted
9 to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employees
10 who failed to cash their check.

11 11. All Aggrieved Employees are deemed to release, on behalf of themselves and
12 their respective former and present representatives, agents, attorneys, heirs, administrators,
13 successors, and assigns, the Released Parties from all claims for PAGA penalties that were
14 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
15 Operative Complaint and the PAGA Notice.

16 12. This Court shall retain jurisdiction with respect to all matters related to the
17 administration and consummation of the settlement, and any and all claims, asserted in, arising
18 out of, or related to the subject matter of the lawsuit, including but not limited to all matters
19 related to the settlement and the determination of all controversies relating thereto.
20

21 Date: _____, 2022

By: _____
Hon. Steven J. Kleifield
Judge of the Superior Court