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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

CESAR RODELAS, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

BAGATELOS GLASS SYSTEMS, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 34-2021-00308023-CU-OE-GDS

*[Assigned for All Purposes to the Honorable
Lauri A. Damrell, Department 22]*

**AMENDED [PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION FOR
AN ORDER APPROVING SETTLEMENT
OF CLAIMS BROUGHT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

PAGA APPROVAL HEARING:

Reservation Number: A-308023-001

Date: October 11, 2024

Time: 9:00 a.m.

Dept.: 22

Complaint Filed: September 16, 2021

Trial Date: Not set

AMENDED [PROPOSED] ORDER

Plaintiff Cesar Rodelas (“Plaintiff”) and Defendant Bagatelos Glass Systems, Inc. (“Defendant”) (collectively, the “Parties”) have reached terms of a settlement of this Action alleging a cause of action for relief pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”).

Pursuant to PAGA, Plaintiff has filed a Motion for Approval of PAGA Settlement (“Plaintiff’s Motion”), seeking approval of the PAGA Settlement Agreement (the “PAGA Settlement”). A true copy of the PAGA Settlement is attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff’s Motion for Approval of PAGA Settlement (“Moon Decl.”). Defendant does not oppose Plaintiff’s Motion. Specifically, Plaintiff moves for an order:

1. Granting approval of the terms of the PAGA Settlement pursuant to PAGA, including the gross amount of the settlement, the distributions to the California Labor and Workforce Development Agency (the “LWDA”) and Covered Employees, the amounts allocated to attorneys’ fees and costs, representative enhancement payment to Plaintiff, and the amount allocated to the settlement administrator; and

2. Directing disbursement of the Gross Settlement Amount pursuant to the terms of the Agreement.

The Court, having duly considered Plaintiff’s Motion, the supporting declarations and exhibits thereto, including the PAGA Settlement, all other papers filed and proceedings had herein, and having reviewed the record in this Action, and good cause appearing,

IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:

1. The Court now GRANTS approval of Plaintiff’s Motion and the PAGA Settlement by way of this PAGA Approval Order. All capitalized terms used for purposes of this PAGA Approval Order have the same meaning as given in the PAGA Settlement, unless otherwise indicated.

2. The Court finds that the terms of the PAGA Settlement are reasonable. In granting settlement approval, the Court has considered the factors identified in *O’Connor v. Uber Technologies* (N.D. Cal. Aug. 18, 2016) No. 13-CV-03826-EMC, 2016 WL 4398271, *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, and other relevant authority providing a

1 coherent framework for evaluating this PAGA Settlement.

2 3. The Court finds the PAGA Settlement was the product of informed, non-collusive negotiations
3 conducted at arms' length by the Parties. In making these findings, the Court considered Defendant's
4 potential liability, the benefit to the State of California, allocation of settlement proceeds among Aggrieved
5 Employees, and the fact that settlement represents a compromise of the Parties' respective positions rather
6 than the result of a finding of liability at trial. The Court further finds that the terms of the Settlement have
7 no obvious deficiencies. The Court finds that the risks of further prosecution are substantial and include the
8 risks that (1) penalties would be reduced after evaluation of the totality of the circumstances, or (2) that no
9 penalties would be awarded for some or all of the alleged violations.

10 4. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
11 asserted in this Action and is authorized to act as private attorney general with respect to the PAGA
12 claims being released under the terms of the PAGA Settlement. Pursuant to California Labor Code
13 section 2699(l)(2), the LWDA has been given timely notice of the PAGA Settlement, has not objected, and
14 is therefore bound by this PAGA Approval Order.

15 5. The Court identifies the Covered Employees as:

16 All individuals employed by Defendant in California in any hourly non-exempt
17 capacity at any time during the period from September 16, 2020 through the date
the Court approves this Settlement (the "PAGA Period").

18 6. The Court approves ILYM Group, Inc., to serve as the Settlement Administrator. The
19 Administrator will be paid pursuant to the PAGA Settlement's terms for such distribution, in the requested
20 amount of **\$3,550.00** out of the Gross Settlement Amount to effectuate Administration.

21 7. After the awards for PAGA Counsel's Fees and Costs and Administration Costs, the
22 amount remaining for distribution in the PAGA fund is at least **\$239,162.72**. The LWDA shall receive 75%
23 of the PAGA fund, which is at least **\$179,372.04**, and the Aggrieved Employees shall receive 25%, which
24 is at least **\$59,790.68**. In the event that the Settlement Administrator determines that the number of
25 compensable Pay Periods exceeds 26,423 by 10% or more, then escalator clause under the PAGA
26 Settlement shall apply.

27 8. The Court appoints Plaintiff's Counsel of record Kane Moon, Lilit Ter-
28 Astvatsatryan, and Nichelle Christopherson of Moon Law Group, PC as PAGA Counsel.

1 9. The Court awards PAGA Counsel attorneys’ fees in the amount of **\$131,653.50**, which is
2 33.33% of the GSA. The Court finds that the award is reasonable compared to amounts routinely approved
3 in similar settlements and as guided by the California Supreme Court’s decision concerning the awarding
4 of fees from monetary funds for class members. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.
5 5th 480, 503). PAGA Counsel undertook representation on a contingency basis despite the uncertainty of
6 any fee award. PAGA Counsel were necessarily precluded from pursuing other potential sources of fees
7 because of work and fiduciary duties in connection with this Action. The Court observes that this is not a
8 class action; it is more akin to contingent representation with an additional requirement of Court review due
9 to the *qui tam* nature of a PAGA claim. Attorneys’ fees that are fifty percent of a common fund are typically
10 considered the upper limit, with thirty to forty percent commonly awarded in cases where the settlement is
11 relatively small. (See *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 [stating that
12 most cases where 30-50 percent was awarded involved “smaller” settlement funds of under \$10 million].)
13 Based on these considerations, including a lodestar cross-check by the Court, the fee award of 33.33% of
14 the GSA is reasonable.

15 10. The Court awards PAGA Counsel reimbursement for actual litigation costs in the amount
16 of **\$18,133.78**. The Court finds these amounts were actually and necessarily incurred by PAGA Counsel in
17 this Action.

18 11. The Court awards \$2,500.00 to Plaintiff as a Representative Enhancement Payment. The
19 Plaintiff and PAGA Counsel have submitted declarations attesting to Plaintiff’s pivotal role in the successful
20 resolution of this litigation. Since the inception of this lawsuit in 2021, Plaintiff participated in vigorous
21 formal discovery and was involved in every stage of this case. (Moon Decl., ¶¶ 64-67.) Service awards are
22 particularly important to plaintiffs in wage and hour cases because they promote the important public
23 policies underlying the wage and hour laws. Even though this case resulted in being a PAGA only case,
24 the initial and underlying catalyst for Plaintiff in bringing this lawsuit was to enforce important public
25 policies relating to wage and hour laws. (*Id.*) As a result of Plaintiff taking initiative, the rest of the Covered
26 Employees will now benefit from this Settlement. (*Id.*)

27 12. Nothing in this PAGA Approval Order or the PAGA Settlement will be construed as an
28 admission or concession by any party.

1 13. Upon entry of this PAGA Approval Order, the Parties and the Settlement Administrator
2 shall effectuate all terms of the PAGA Settlement based on the provisions and timelines set forth therein.

3 14. Upon subsequent entry of a Final Judgment Order, PAGA claims are released by Plaintiff,
4 the LWDA, and the Covered Employees as follows:

5 All Covered Employees (including Plaintiff) are deemed to release, on behalf of
6 themselves and their respective former and present representatives, agents,
7 attorneys, heirs, administrators, successors, and assigns, the Released Parties from
8 all claims, rights, demands, liabilities and causes of action that arose during the
9 PAGA Period for PAGA civil penalties under the Labor Code, based on acts or
10 omissions alleged or that could have been alleged in the Action based on the facts
11 therein, including the facts, legal theories and allegations in the Operative
Complaint in the Action and Plaintiff's PAGA Notice to the LWDA for PAGA
civil penalties, and any related attorneys' fees, costs, or interest. This release
specifically excludes any claims for civil penalties recoverable under the Labor
Code that are not related to PAGA.

12 15. The Court identifies the Released Parties as:

13 Defendant and its former, present and future owners, parents, subsidiaries, affiliates,
14 predecessors, successors, joint employers, co-employers, and assigns, and all of their
15 current, former and future officers, directors, members, managers, employees,
consultants, partners, shareholders, joint venturers, agents, successors, assigns,
accountants, insurers, and legal representatives.

16 16. The action is DISMISSED WITH PREJUDICE, and each side is to bear its own costs and
17 attorneys' fees, except as provided by the PAGA Settlement.

18 17. The Court will enter Final Judgment in accordance with this PAGA Approval Order.

19 18. Notwithstanding entry of Final Judgment, the Court shall retain exclusive and continuing
20 jurisdiction over this action, the Parties, and the Aggrieved Employees for purposes of interpreting and
21 enforcing the terms, conditions, and obligations of the PAGA Settlement pursuant to California Code of
22 Civil Procedure section 664.6.

23 19. The Court hereby sets a Compliance Hearing to review the status of the distribution of
24 settlement funds for October 10, 2025, at 10:30 a.m.

25 **IT IS SO ORDERED.**

26 Dated: _____

27 _____
28 Hon. Lauri A. Damrell
Judge of the Superior Court of Sacramento County