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15 on behalf of himself and current and former aggrieved employees

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES – CIVIL COMPLEX**

18 ISMAEL TAPIA, on behalf of himself and
19 current and former aggrieved employees

20 Plaintiff,

21 vs.

22 RUSS BASSETT CORPORATION; and DOES 1
23 to 100, inclusive,

24 Defendants.

Case No.: 21STCV45944

*[Assigned for All Purposes to Hon. Christopher
K. Lui, Dept 76]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF A PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND JUDGMENT
THEREON**

*[Filed concurrently with the Notice of Motion
and Motion for Approval of Private Attorneys
General Act Settlement; Declaration of William
Tran in Support Thereof]*

Hearing Information:

Date: April 26, 2024

Time: 8:30 AM

Dept.: 76

Res ID: 552658358952

1 The Court, having reviewed and considered Plaintiff Ismael Tapia's ("Plaintiff") Motion for
2 Approval of the Private Attorneys General Act ("PAGA") Settlement and all documents submitted in
3 support of the motion, **HEREBY ORDERS AND ENTERS JUDGMENT AS FOLLOWS:**

4 1. All the terms used herein shall have the same meaning as defined in the Settlement
5 Agreement attached to the Declaration of William Tran as **Exhibit 1**.

6 2. The Court hereby approves the terms set forth in the Settlement Agreement and finds
7 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties
8 to effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement
9 Agreement has been reached as a result of informed and non-collusive arm's-length negotiations.
10 The Court further finds that the Parties were able to reasonably evaluate their respective positions.
11 The Court also finds that settlement now will avoid additional and potentially substantial litigation
12 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
13 reviewed the monetary recovery being provided as part of the Settlement and recognizes the
14 significant value accorded to the Aggrieved Employees.

15 3. The Settlement Agreement is not an admission by Defendants or by any other of the
16 Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing
17 by any Defendants or any other Released Parties. Neither this Order, the Settlement Agreement, nor
18 any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
19 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
20 liability whatsoever by or against Defendants or any of the other Released Parties.

21 4. The entire Net Settlement Amount (the remainder of the Settlement Amount after
22 deducting Plaintiff's counsel's fees (\$30,830.00) and costs (not to exceed \$10,000) and the costs of
23 administration (not to exceed \$6,000) from the \$92,500.00 Settlement Sum) shall be allocated for
24 payment of civil penalties and shall be distributed 75% to the LWDA and 25% to the Aggrieved
25 Employees.

26 5. The Net Settlement Amount shall be distributed to Aggrieved Employees pro rata
27 based on the number of pay periods worked by each Aggrieved Employee for Defendant during the
28 Settlement Period. "Aggrieved Employees" means all persons within the State of California who are

1 or were employed by Defendant as hourly, non-exempt employees in the State of California at any
2 time within the PAGA Period. “PAGA Period” means the time period from December 16, 2020 to
3 December 11, 2023.

4 6. Defendant shall pay the Aggrieved Employees pursuant to the procedure described in
5 the Settlement Agreement.

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

7 8. The Court hereby confirms CPT Group as the Settlement Administrator and confirms
8 that costs in the amount of no more than \$6,000 for administration of the settlement are reasonable.

9 9. The Court hereby awards attorneys’ fees in the amount of 33 1/3% of the Settlement
10 Amount, which is \$30,830.00 in attorneys’ fees and attorneys’ costs not to exceed \$7,000.00. The
11 payment of fees to Plaintiff’s Counsel shall be made in accordance with the terms of the Settlement.

12 10. The Court approves the Notice of PAGA Settlement attached as **Exhibit A** to the
13 Settlement Agreement.

14 11. All settlement checks will remain valid for 180 days after which the checks shall
15 become null and void, and any monies remaining in the distribution account shall be transmitted to
16 the California State Controller for deposit in the Unclaimed Property Fund in the name of the PAGA
17 Group member to whom the uncashed Net Settlement Payment was drafted.

18 12. The Court further orders, adjudges and decrees that upon Approval by the Court of
19 this Settlement and Defendant’s full funding of the Settlement Amount, Plaintiff, as a representative
20 of the State of California, the PAGA Group, and the State of California will release any and all claims
21 and causes of action, known or unknown, contingent or accrued, against Defendant, Defendant’s
22 parents, subsidiaries, affiliates, their insurers, attorneys, shareholders, executives, managers, and all
23 agents thereof (collectively “Released Parties”), arising out of the facts and claims asserted in the
24 Action for civil penalties under the Private Attorney General Act of 2004 Cal. Lab. Code § 2698
25 based upon the facts alleged, for violations of the California Labor Code governing: meal and rest
26 breaks; unpaid wages, including minimum wages, regular wages, overtime, and double time wages,
27 and all theories for or related to nonpayment of such wages; wage statement violations; separation
28 pay violations; and any other penalties which could be asserted based on the allegations alleged

1 against Defendant in Plaintiff's LWDA letter and the Action.

2 13. This Court shall retain jurisdiction with respect to all matters related to the
3 administration and consummation of the settlement, and any and all claims, asserted in, arising out
4 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
5 settlement and the determination of all controversies relating thereto.

6
7 Dated: 06/28/2024



A handwritten signature in black ink, appearing to read "Christopher K. Lui", is written over a horizontal line.

Christopher K. Lui / Judge

Hon. Christopher K. Lui
Los Angeles Superior Court Judge