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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 RODNEY JOHNSON, as an individual and
13 on behalf of all others similarly situated,

14 PLAINTIFF,
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16 V.
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18 SUSHI NOZAWA, a Delaware limited
19 liability company and DOES 1-100
INCLUSIVE,

20 DEFENDANTS.
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FILED
Superior Court of California
County of Los Angeles

09/25/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Carino Deputy

Case No.: 22STCV08949

Assigned for All Purposes to:
Hon. Timothy P. Dillon
Dept. 73

**~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT**

[Filed Concurrently with Notice of Motion and
Motion; Memorandum of Points and
Authorities; Declarations of Sepideh Ardestani,
and Chris Longley]

Date: September 20, 2023
Time: 8:30 a.m.
Dept. 73

Reservation ID: 495956333621

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), the Motion for Approval of Settlement under the Private Attorneys General Act
3 (“PAGA”) by Plaintiff Rodney Johnson came before this Court on a regularly noticed motion.

4 Plaintiff’s operative complaint seeks civil penalties on behalf of the State of California
5 and similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by
6 PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set
7 forth in Plaintiff’s First Amended Complaint and letters to the Labor Workforce & Development
8 Agency (“LWDA”) dated January 3, 2022 and August 11, 2023 (the “LWDA Notices”), on
9 behalf of all individuals who were employed by Defendant Sushi Nozawa, LLC (“Nozawa”) in
10 California and classified as a non-exempt employee who worked from January 8, 2021 through
11 the date of this Order (the “Aggrieved Employees”).

12 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and
13 approve any settlement of any civil action filed pursuant to this part.” Labor Code section 2699(1)(2).
14 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement,
15 including the proposed PAGA penalties, under Labor Code section 2699(1)(2), having considered the
16 papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing,
17 HEREBY ORDERS AS FOLLOWS:

- 18 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 19 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
20 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
21 terms, as fair, reasonable, and adequate;
- 22 3. The Court finds further that Plaintiff, acting on behalf of themselves and the State of
23 California, by operation of this Order and Judgment hereby release and forever discharge Defendant and
24 the Released Parties (as defined in the Settlement Agreement) from any and all claims for relief under
25 PAGA, of whatever kind or nature, whether known or unknown, arising during the Covered
26 Period, based on the facts alleged by Plaintiff in the Action and Plaintiff’s notice letters to the
27 LWDA including, but not limited to, Labor Code sections 201, 202, 203, 210, 216, 218.5, 221,

222, 225.5, 223, 226, 226.3, 226.6, 226.7, 233, 234, 245, 245.5, 246, 246.5, 247, 247.5, 248, 248.5, 256, 351, 352, 353, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.3, 1198.5, 1199, 2699, 2699.3, 2802, 2804, and 2810.5, the applicable IWC Wage Orders, the Investigative Consumer Reporting Agencies Act, the Fair Credit Reporting Act, and any resulting claim for attorneys' fees and costs under PAGA..

4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released Claims and Released Parties.

5. The Parties are directed to comply with all terms of the Settlement Agreement, and Defendant is directed to make all payments required by the Settlement Agreement;

7. Under the Settlement Agreement, Defendant agrees to pay Three Hundred Twenty Five Thousand Dollars and No Cents (\$325,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, Attorney's Fees and Costs, and Administration costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an award of attorney's fees of 1/3 of the Gross Settlement Amount, \$108,333.33, and reimbursement of actual litigation expenses of \$13,614.40. Defendant does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement Administrator to make the following payments from the Gross Settlement Amount:

- a. \$108,333.33 in attorney's fees to Crosner Legal, PC;
- b. \$13,614.40 in litigation costs to Crosner Legal, PC; and
- c. \$9,190.00 in administration costs to Atticus Administration, LLC;

8. After deducting the foregoing payments, the estimated remainder of approximately \$193,862.27 will remain (the "Net Settlement Amount" or "NSA"). 75% of the NSA (about \$145,396.70 will go to the LWDA, and the remaining 25% (about \$48,465.57) will go to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves

1 these payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved
2 Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to
3 otherwise carry out its duties as set forth in the Settlement Agreement; and

4 9. A Final Accounting Hearing is set for September 18, 2024. Plaintiff is ordered to file a
5 report concerning administration of the settlement and distribution of funds no later than five (5) court days
6 beforehand.

7 10. This document shall constitute a Judgment for purposes of California Rule of Court
8 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
9 purpose of supervising implementation, enforcement, construction, administration, and interpretation of the
10 Settlement Agreement and this Judgment.

11 **IT IS SO ORDERED.**

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14 Dated: 09/25/2023



Timothy Patrick Dillon

Judge of the Superior Court

Timothy Patrick Dillon / Judge