

JAMES HAWKINS APLC

James R. Hawkins, Esq. (#192925)

Gregory Mauro, Esq. (#222239)

Michael Calvo, Esq. (#314986)

Lauren Falk, Esq. (#316893)

Ava Issary, Esq. (#342252)

9880 Research Drive, Suite 200

Irvine, CA 92618

Tel.: (949) 387-7200

Fax: (949) 387-6676

Email: James@jameshawkinsaplc.com

Email: Greg@jameshawkinsaplc.com

Email: Michael@jameshawkinsaplc.com

Email: Lauren@jameshawkinsaplc.com

Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff BUA WARNER,

On behalf of the general public as private attorney general

Additional Counsel Listed On Next Page

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

BUA WARNER, on behalf of the general
public as private attorney general,

Plaintiff,

v.

KING'S SEAFOOD COMPANY, LLC, a
Delaware Limited Liability Company dba
KING'S FISH HOUSE; and DOES 1-50,
inclusive

Defendants.

Case No.: 22STCV10155

*Assigned to the Hon. David Sotelo, Dept.
40*

**[PROPOSED] ORDER APPROVING
SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT
CLAIMS, DISMISSING ACTION
WITH PREJUDICE**

1 MATTHEW B. GOLPER, SBN 275979
mgolper@brgslaw.com
2 KELLEY M. FOX, SBN 309272
kfox@brgslaw.com
3 BALLARD ROSENBERG GOLPER & SAVITT, LLP
15760 Ventura Boulevard, Eighteenth Floor
4 Encino, California 91436
Telephone: (818) 508-3700
5 Facsimile: (818) 506-4827
6 Attorneys for Defendant
7 KING'S SEAFOOD COMPANY, LLC

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1 **ORDER**

2 The Court, having reviewed the Parties' PAGA Settlement Agreement (the "Settlement" or
3 "Settlement Agreement"), attached as Exhibit "A" to the concurrently-filed Declaration of James
4 Hawkins, together with the Stipulation of the Parties, hereby ORDERS AS FOLLOWS:

5 Plaintiff's Complaint seeks civil penalties on behalf of the State of California and
6 similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in
7 relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the
8 letter to the Labor Workforce and Development Agency "LWDA") dated January 12, 2022.

9 The Aggrieved Employees are defined as all current and former non-exempt employees of
10 Defendant King's Seafood Company, LLC from the beginning of May 5, 2021 up to the earlier
11 date of either approval of the settlement by the Court or 90 days from May 12, 2023 ("PAGA
12 Period").

13 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and
14 approve any settlement of any civil action filed pursuant to this part." Lab. Code § 2699(1)(2).

15 Accordingly the Court, having considered the proposed settlement set forth in the Settlement
16 Agreement, including the proposed PAGA penalties, under Labor Code § 2699(1)(2), having
17 considered the papers filed in support of the proposed settlement and the arguments of counsel, and
18 good cause appearing, **NOW THEREFORE, IT IS ORDERED:**

19 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
20 2. The Court finds in favor of settlement approval, and therefore approves the Settlement
21 of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and
22 other terms, as fair, just, reasonable, and adequate.;

23 3. The Court finds further that Plaintiff, acting on behalf of herself and the State of
24 California, and the Aggrieved Employees, by operation of this Order, hereby release and forever
25 discharge Defendant and the Released Parties (as defined in the Settlement Agreement) from any and
26 all Released Claims (as defined in the Settlement Agreement), including all claims for penalties under
27 PAGA that were alleged, or reasonably could have been alleged, based on the facts and legal theories
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1 asserted in Plaintiff's Complaint and the PAGA Notice, including any and all known and unknown
2 claims for civil penalties under the Private Attorneys General Act, California Labor Code §§ 2698, *et*
3 *seq.*, that arise.

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

8 5. The Court finds further that for reasonable consideration, Plaintiff has agreed to and is
9 bound by Plaintiff's complete and general release (defined in the Settlement Agreement as "Plaintiff's
10 Release") and waiver of California Civil Code Section 1542;

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

13 7. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of
14 Five-Hundred Ninety-Five Thousand Dollars (595,000.00) (the "Gross Settlement Amount"). The
15 Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees,
16 enhancement award to Plaintiff, Attorney's Fees and Costs, and Administration Costs. No portion of the
17 Gross Settlement Amount will revert to Defendant. Plaintiff's Counsel request an award of attorney's
18 fees of \$198,333.31 and costs of \$13,965.91; payment of settlement administrator ("APEX Class
19 Action Administration") costs of \$19,990.00 and \$7,500.00 as a service award to Plaintiff. Defendant
20 does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and
21 adequate, and approves each of these payments, and directs the Settlement Administrator to make the
22 above payments from the Gross Settlement Amount.

23 8. After deducting the foregoing payments, the estimated remainder of approximately
24 \$351,000.00 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i),
25 the NSA will then be distributed 75% percent (\$263,375.00) to the LWDA, and the remaining 25%
26 percent (\$87,624.99) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement
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1 Agreement. The Court approves these payments, and directs the Settlement Administrator to issue checks
2 to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in
3 the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement;
4 and

5 9. The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and all
6 causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties
7 under Code of Civil Procedure § 664.6 for the purpose of supervising implementation, enforcement,
8 construction, administration, and interpretation of the Settlement Agreement.

9 10. Plaintiffs shall promptly submit a copy of this Order to the LWDA pursuant to
10 PAGA.

11 **IT IS SO ORDERED.**

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HON. DAVID SOTELO