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FILED
Superior Court of California
County of Los Angeles

MAY 31 2023

David W. Stayton, Executive Officer/Clerk of Court
By: K. Caudill, Deputy

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

MARIE BELARDINELLI, an individual,
Plaintiff,

vs.

ALCOA TRAFFIC CONTROL, INC. and
DOES 1-10, Inclusive,
Defendants.

Case No.: 23NWCV00544

Honorable ~~Olivia Rosales~~ Lee Tsao

**~~PROPOSED~~ ORDER APPROVING
PAGA SETTLEMENT**

Date: May 31, 2023
Time: 1:30 p.m.
Dept.: C

Action Filed: 02/21/23

Electronically Received 04/05/2023 02:44 PM

1 Plaintiff Marie Belardinelli ("Plaintiff") moved for approval of the settlement of Plaintiff's
2 representative claims against Defendant Alcoa Traffic Control, Inc. ("Defendant") made under the
3 California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor
4 Code § 2699(1).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
6 in this action and is authorized to act as private attorney generals with respect to the PAGA claims
7 being released under the terms of the Settlement Agreement and Release ("Settlement
8 Agreement"). The California Labor Workforce Development Agency was provided with notice of
9 the settlement and the motion for approval of the settlement via its online process and no objection
10 has been received to the settlement or the motion from the Labor Workforce Development Agency.

11 Plaintiff seeks approval of the settlement of her PAGA claims, and the Settlement Sum to
12 be paid as part of the settlement, as set forth in the Settlement Agreement which was filed with the
13 Court. The settlement provides for a Settlement Sum in the total amount of Seventy Thousand
14 Dollars and Zero Cents (\$70,000), which includes the PAGA Payment, Plaintiff's Counsel
15 attorneys' fees in the amount of Twenty Three Thousand Three-Hundred Thirty-Three Dollars and
16 Zero Cents (\$23,333), Plaintiff's Counsel litigation expenses in the amount of Eight-Hundred and
17 Fifty Dollars and Zero Cents (\$850.00), an enhancement award for Representative Plaintiff, Marie
18 Belardinelli in the amount of Five Thousand Dollars and Zero Cents (\$5,000), and a Settlement
19 Administrator Fee in an amount not to exceed Four Thousand Dollars and Zero Cents (\$4,000).

20 The PAGA Payment, which is the remaining Net Settlement Amount, in an amount equal
21 to Thirty Six Thousand Eight Hundred and Seventeen Dollars and Zero Cents (\$36,817) shall be
22 designated as statutory Civil Penalties and shall be distributed 75% (\$27,612.75) to the LWDA
23 and 25% (\$9,204.25) to Aggrieved Employees. The 25% portion shall be paid to Aggrieved
24 Employees on a pro rata basis based on the number of qualified pay periods worked by each
25 Aggrieved Employee during the PAGA Period.

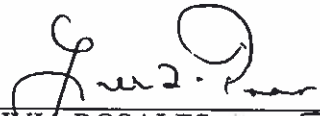
26 The Court, having reviewed the evidence and papers submitted and argument of counsel,
27 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff's motion and approves
28 the PAGA settlement as set forth in the Settlement Agreement and the Settlement Sum, which shall

1 be allocated and paid out as set forth in the Settlement Agreement. The "Aggrieved Employees"
2 are defined as "all persons employed by Defendant as non-exempt employee in California at any
3 time during the PAGA Period." The "PAGA Period" is defined as "March 3, 2021 through Court's
4 entry of this Order. Upon entry of this Order, the Released Parties shall be entitled to a release from
5 any and all claims for civil penalties under PAGA, of whatever kind or nature, whether known or
6 unknown, arising during the PAGA Period, that were pled or which could have been pleaded based
7 on the factual allegations pled in the operative complaint as well as Plaintiff's notice letter to the
8 LWDA, and any resulting claim for attorneys' fees and costs under PAGA, which occurred during
9 the PAGA Period ("Released Claims"). For clarity, the Released Claims shall exclude the release
10 by Aggrieved Employees of any individual non-PAGA claims they may have.

11 After entry of this Order, the Court shall retain jurisdiction to construe, interpret, implement,
12 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
13 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
14 the distribution of settlement benefits.

15 **IT IS SO ORDERED.**

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17 Dated: 5/31/23

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19 HON. OLIVIA ROSALES Lee Tsao
20 SUPERIOR COURT DISTRICT JUDGE
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