

LAW OFFICE OF KELLY Y. CHEN
Kelly Y. Chen, Esq. (SBN 253822)
13200 Crossroads Parkway North, Suite 475
City of Industry, California 91746
Tel: (626) 381-9886
Fax: (626) 389-5455
attorney@KellyChenLaw.com

Counsel for Plaintiff

FILED
Superior Court of California
County of Los Angeles
08/04/2023

David W. Slayton, Executive Officer / Clerk of Court
By: A. Robledo Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

TRISIA PISQUIY, an individual,

Plaintiff,

v.

1ST-TIME RIGHT LLC, a California limited liability company; B. KRAMER, INC., a California corporation; TERRIL A. GRANT, an individual; BRUCE KRAMER, an individual; and DOES 1 to 10, inclusive,

Defendants.

Case No. 22STCV21362

Assigned for All Purposes to the
Honorable Rupert Byrdsong

~~PROPOSED~~ ORDER APPROVING PAGA SETTLEMENT AND ENTERING JUDGMENT

[Filed concurrently with: (1) Notice of Motion and Motion for Order Approving PAGA Settlement; (2) Declaration of Kelly Y. Chen in Support of Motion for Order Approving PAGA Settlement; and (3) Declaration of Defendant Terrill Grant]

Date: July 11, 2023
Time: 8:30 a.m.
Dept.: 28
Reservation ID: 391538964128

Complaint Filed: June 30, 2022

PROPOSED ORDER APPROVING PAGA SETTLEMENT AND ENTERING JUDGMENT

Plaintiff Trisia Pisquiy's ("Plaintiff") Motion for Order Approving PAGA Settlement came on for hearing in Department 28 of the above-entitled Court located at 111 N. Hill St. Los Angeles, California 90012 on July 11, 2023. The Court, having considered all papers filed and proceedings held herein, and good cause appearing therefore, hereby **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

1. The Settlement Agreement ("Settlement" or "Agreement"), attached as Exhibit 1 to the Declaration of Kelly Y. Chen in Support of Motion for Order Approving PAGA Settlement, is hereby approved pursuant to Labor Code § 2699(1)(2). The Court finds that the Settlement represents a fair, reasonable, and adequate resolution of the PAGA claims alleged in this Action.

2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set forth, and has the full force and effect of an Order of this Court. Final Judgment is hereby entered in conformity with the Settlement Agreement.

3. The Settlement Agreement shall be enforced according to its terms. All capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

4. Pursuant to the terms of the Settlement Agreement, Defendant 1st-Time Right LLC shall pay Ten Thousand Dollars and Zero Cents (\$10,000.00, the "Gross Settlement Amount"). The Gross Settlement Amount is based on Defendants' representation that there are 254 Aggrieved Employees during the PAGA Period.

5. Within ninety (90) calendar days after the date of this Order, Defendant 1st-Time Right LLC shall disburse payment of the Gross Settlement Amount as provided in the Settlement and as follows:

- a. Plaintiff shall receive One Thousand Dollars and Zero Cents (\$1,000.00) to resolve her individual wage and hour claims, less applicable payroll deductions and withholdings.
- b. Three Thousand Three Hundred Thirty-Three Dollars and Zero Cents (\$3,333.00) (\$3,333.00) shall be paid to Plaintiff's Counsel for attorney's fees.
- c. Five Hundred Dollars and Zero Cents (\$500.00) shall be paid to Plaintiff's counsel for reimbursement of their reasonable and actual expenses incurred in this action.

1 d. The portion of the Gross Settlement Amount remaining after payments for
2 Plaintiff's individual wage and hour claims and Plaintiff's counsel's attorneys fees
3 and costs shall be allocated to payment of civil penalties under PAGA ("PAGA
4 Settlement Fund"). The PAGA Settlement Fund is currently estimated to be
5 \$5,167.00.

6 e. 75% of the PAGA Settlement Fund (i.e., \$3,875.25) shall be paid to the LWDA,
7 and 25% of the PAGA Settlement Fund (i.e., \$1,291.75) shall be distributed to the
8 Aggrieved Employees on a *pro rata* basis based upon the number of pay period
9 worked by each Aggrieved Employee during the PAGA Period.

10 6. All checks payable to Aggrieved Employees shall remain valid and negotiable for 180
11 days from their date of issuance of the Aggrieved Employees. If any checks are not cashed within 180
12 days of mailing, those funds shall be sent to the State of California Unclaimed Property Fund in the
13 name of the employee to whom the check was issued.

14 7. Upon entry of this order and judgment and complete disbursement of the Gross
15 Settlement Amount, Plaintiff, the State of California and each Aggrieved Employee shall fully release
16 and forever discharge Defendants 1st-Time Right, LLC, B. Kramer, Inc., Terril A. Grant, and Bruce
17 Kramer ("Defendants") from any and all claims, rights, demands, and liabilities for seeking civil
18 penalties pursuant to PAGA (Labor Code § 2699 et. seq.) that arose during the PAGA Period as they
19 relate to Labor Code section 2698, et seq. for alleged violations of Labor Code 201-204, 210, 226,
20 226.2, 226.3, 226.7, 246, 248.5, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
21 2802, and 2698 et seq.

22 8. Plaintiff's Counsel is directed to submit a copy of this Order and Judgment to the
23 California Labor and Workforce Development Agency within ten (10) calendar days of entry of the
24 Judgment.

25 9. Defendants shall file a declaration, within two hundred (200) days (i.e., 20 days
26 following the deadline for Aggrieved Employees to cash their checks for their share of the PAGA
27 Settlement Fund), stating that all required payments have been made pursuant to the Settlement
28 Agreement to the LWDA and the Aggrieved Employees, or explaining why any required payments
have not been made. This declaration shall also include a statement relating to any uncashed checks

1 that have been sent to State of California Unclaimed Property Fund.

2 10. Without affecting the finality of this Order and Judgment, the Court shall retain
3 continuing jurisdiction over this action and the parties, and over all matters pertaining to the
4 implementation and enforcement of the terms of the Settlement Agreement pursuant to Civil Procedure
5 section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
6 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall
7 be presented to the Court for resolution.

8 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**



Rupert A. Byrdsong

Rupert A. Byrdsong / Judge

10 Date: 08/04/2023

Hon. Rupert Byrdsong
Judge of the Superior Court