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

12 JULIO LOPEZ, on behalf of himself, the State
13 of California, and others similarly situated and
aggrieved,

14 Plaintiff,

15 v.

16 STEVEN LABEL, LLC, a Delaware Limited
Liability Company; STEVEN LABEL
17 CORPORATION, a California Corporation;
STEVEN LABEL, LLC, a California Limited
18 Liability Company; and DOES 1-100,
inclusive,

19 Defendants.
20
21

Case No. 22STCV21691

Assigned for All Purposes to:
Hon. Anne K. Richardson
Dept. 40

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

Date: July 10, 2024
Time: 8:30 a.m.
Dept.: 40

Reservation ID: 918169462430

FILED
Superior Court of California
County of Los Angeles

07/25/2024

David W. Slayton, Executive Officer / Clerk of Court

By: J. Choi Deputy

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

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 Plaintiff’s complaint and his letter to the Labor Workforce & Development Agency (“LWDA”) dated April 28, 2022 (the “PAGA Notice”), on behalf of all current and former non-exempt
8 employees that worked for Defendants Steven Label, LLC, Steven Label Corporation, and
9 Steven Label, LLC at any location in California at any time during the PAGA Period of May 1,
10 2021 to July 18, 2023. .

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

- 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 of
21 the above-captioned action, as set forth in the PAGA Settlement Agreement and each of the releases and
22 other terms, as fair, reasonable, and adequate;
- 23 3. The Court finds further that all Aggrieved Employees, including Plaintiff, and the
24 State of California, on behalf of themselves and their respective former and present representatives,
25 agents, attorneys, heirs, administrators, successors, and assigns, hereby fully release and forever
26 discharge the Released Parties (as defined in the PAGA Settlement Agreement) from all claims for
27 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
28 Period facts stated in the Operative Complaint and the PAGA Notice.

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

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

7 6. Under the Settlement Agreement, Defendant agrees to pay the Gross Settlement Amount
8 of Three Hundred Twenty Five Thousand Dollars and No Cents (\$325,000.00), which is inclusive of
9 payments to the LWDA and Aggrieved Employees, Attorney's Fees and Costs, and Administration costs.
10 No portion of the Gross Settlement Amount will revert to Defendants. Plaintiff's Counsel requests an
11 award of attorney's fees of \$108,333.33 and reimbursement of actual litigation expenses of \$^{10,017.82}, and
12 Defendant does not oppose these requests. The Court finds the Gross Settlement Amount and the
13 Settlement is fair, reasonable and adequate, and approves each of these payments, and directs the
14 Settlement Administrator to make the following payments from the PAGA Allocation:

- 15 a. \$108,333.33 in attorney's fees to Crosner Legal, PC;
16 b. \$10,017.⁸²~~28~~ in litigation costs to Crosner Legal, PC; and
17 c. \$4,000.00 in administration costs to Simpluris, Inc.

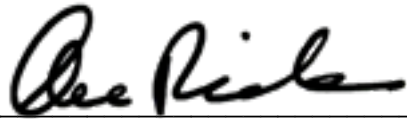
18 8. After deducting the foregoing payments, the estimated remainder of
19 approximately ^{\$202,648.85}~~\$202,649.39~~ shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code
20 section 2699(i), the NSA will then be distributed 75 percent (approximately ^{\$151,987.04}~~\$146,237.04~~) to the LWDA,
21 and the remaining 25 percent (approximately \$50,662.35) to the Aggrieved Employees on a pro rata
22 basis, as set forth in the Settlement Agreement. The Court approves these payments, and directs the
23 Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, as set forth in the
24 Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement.

25 ////// *The Court notes that these figures do not add up to \$202,648.85; perhaps because one
26 ////// calculation above of costs is \$10,017.28 and the other is \$10,017.82. However,
27 ////// the difference is de minimis, and therefore the Court orders the amount set forth in
28 ////// the Minute Order dated July 10, 2024, at which hearing all parties had the opportunity to be
 heard. The actual amount may be reduced if necessary depending on whether the actual
 amount of costs ended in 28 or 82 cents.

1 9. This document shall constitute a Judgment for purposes of California Rule of Court
2 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
3 purpose of supervising implementation, enforcement, construction, administration, and interpretation of
4 the Settlement Agreement and this Judgment.

5 **IT IS SO ORDERED.**

6
7
8 Dated: 07-26-24



Judge of the Superior Court
Anne Richardson