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

RENE UMANA, individually, and on behalf
of other members of the general public
similarly situated,

Plaintiff,

vs.

COLUMBUS TECHNOLOGIES &
SERVICES, INC., a California corporation;
and DOES 1 through 25, inclusive,

Defendants.

Case No. 22STCV16432

Honorable Stuart M. Rice
Department 1

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT AND
AWARD OF PAGA COUNSEL FEES, PAGA
COUNSEL LITIGATION EXPENSES,
REPRESENTATIVE PAYMENT, AND
COST OF ADMINISTRATION**

Date: March 12, 2025
Time: 10:30 a.m.
Dept.: 1

Complaint Filed: May 17, 2022
FAC Filed: September 19, 2022
Trial Date: None Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 On March 12, 2025, at 10:30 a.m. in Department 1 of the above-entitled Court, located at
3 Spring Street Courthouse, Street, Los Angeles, California 90012, Plaintiff Rene Umana's ("Plaintiff")
4 Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees, PAGA Counsel
5 Litigation Expenses, Representative Payment, and Cost of Administration ("Motion") came on for
6 hearing before the Honorable Stuart M. Rice. Blackstone Law, APC appeared on behalf of Plaintiff,
7 and Raines Feldman Littrell, LLP appeared on behalf of Defendant Columbus Technologies &
8 Services, Inc. ("Defendant").

9 Plaintiff and Defendant (collectively, the "Parties") have executed the PAGA Settlement
10 Agreement ("Settlement Agreement" or "Settlement").

11 The Court, having carefully considered the papers, argument of counsel, and all matters
12 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

13 **IT IS HEREBY ORDERED THAT:**

14 1. Plaintiff's Motion for Approval of PAGA Settlement and Award of PAGA Counsel
15 Fees, PAGA Counsel Litigation Expenses, Representative Payment, and Cost of Administration is
16 granted in its entirety.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement, and
18 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
21 Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, but not limited to,
22 providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with
23 notice of the specific provisions of the California Labor Code alleged to have been violated, including,
24 but not limited to, the facts and theories to support the alleged violations, in conformity with California
25 Labor Code § 2699.3(a).

26 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA
27 in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene
28 or appear in the above-captioned action ("Action").

1 5. The individuals covered under the Settlement consist all people who come within the
2 following definition: “an individual employed by Defendant as a non-exempt employee in California
3 during the PAGA Period” (“**Aggrieved Employees**”). The “**PAGA Period**” is defined as the period
4 from April 12, 2021 to August 30, 2022.

5 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
6 negotiations.

7 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
8 allocated for payment of penalties under PAGA (“**PAGA Penalties**”), and determines that it is fair,
9 just, reasonable, and adequate. The Court hereby approves the PAGA Penalties, which shall be the
10 Gross Settlement Amount (\$270,000.00) less the approved PAGA Counsel Fees and PAGA Counsel
11 Litigation Expenses to PAGA Counsel, Representative Payment to Plaintiff, and Cost of
12 Administration to Apex Class Action Administration (“**Administrator**”). Seventy-five percent (75%)
13 of the PAGA Penalties shall be distributed to the LWDA (“**LWDA PAGA Payment**”) and twenty-
14 five percent (25%) of the PAGA Penalties shall be distributed to the Aggrieved Employees in
15 accordance with this Order and Judgment and the Settlement Agreement.

16 8. The Court has considered the Settlement, and the monetary allocations provided
17 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
18 Administrator to administer the Settlement and to make the payments as provided for by, and
19 consistent with, this Order and Judgment and the Settlement Agreement.

20 9. The Court approves the payment of \$108,000.00 to Blackstone Law, APC for
21 attorneys’ fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed
22 in accordance with this Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$18,185.78 to Blackstone Law, APC for
24 reimbursement of actual litigation costs and expenses incurred in the Action. This amount shall be
25 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
26 Judgment and the Settlement Agreement.

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28 ///

1 11. The Court approves payments in the amount of \$5,000.00 to Plaintiff Rene Umana for
2 a Representative Payment. This amount shall be paid from the Gross Settlement Amount and shall be
3 distributed in accordance with this Order and Judgment and the Settlement Agreement.

4 12. The Court approves payment in the amount of up to \$4,500.00 to the Administrator for
5 the Cost of Administration. This amount shall be paid from the Gross Settlement Amount and shall
6 be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

7 13. The Court approves the cover letter (“**Cover Letter**”), attached hereto as **Exhibit 1**,
8 and the Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that
9 it distributes Individual PAGA Payment checks to the Aggrieved Employees.

10 14. Within fifteen (15) calendar days of the Court’s entry of this Order and Judgment,
11 Defendant will deliver Aggrieved Employee identifying information in Defendant’s possession,
12 including each Aggrieved Employee’s full name, last-known mailing address, telephone number (if
13 available), Social Security number, and number of Pay Periods during the period from April 12, 2021,
14 through August 30, 2022 (collectively, “**Aggrieved Employee Data**”) to the Administrator in the form
15 of a Microsoft Excel spreadsheet, or a comparable format.

16 15. Within fourteen (14) calendar days of the Effective Date, Defendant will fund the Gross
17 Settlement Amount by transmitting the funds to the Administrator.

18 16. Within fourteen (14) calendar days after Defendant funds the Gross Settlement
19 Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA Payment,
20 the Cost of Administration, the Representative Payment, the PAGA Counsel Fees, and the PAGA
21 Counsel Litigation Expenses. Disbursement of the PAGA Counsel Fees and PAGA Counsel Litigation
22 Expenses shall not precede disbursement of Individual PAGA Payments.

23 17. Individual PAGA Payment checks that are issued to Aggrieved Employees will be valid
24 and negotiable for up to one hundred and eighty (180) calendar days after the checks are initially
25 mailed to the Aggrieved Employees, and thereafter, will be canceled. Any funds associated with such
26 canceled checks will be distributed to the State of California’s Unclaimed Property Fund in the name
27 of the Aggrieved Employee.

28 18. If the actual number of Pay Periods during the PAGA Period exceeds 6,618 by more

1 than seven and one-half percent (7.5%) then the Gross Settlement Amount will increase by the
2 percentage increase above 7.5%. For example, if the total number of Pay Periods during the PAGA
3 Period is 8.5% more than 6,618, then the Gross Settlement Amount will increase by 1%.

4 19. Aggrieved Employees shall not have the right to opt out of, or object to, the Settlement.

5 20. Effective on the date when Defendant fully funds the Gross Settlement Amount, all
6 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and
7 present agents, heirs, successors, and assigns, the Released Parties from the Released PAGA Claims.

8 21. The “**Released Parties**” means Defendant, and each of its present, former, or future
9 owners officers, members, directors, shareholders, partners, employees, insurers, successor,
10 predecessors, contractors, assigns, and managing agents, and any and all agents, legal representatives,
11 and/or attorneys.

12 22. The “**Released PAGA Claims**” means all claims for PAGA penalties that were alleged,
13 or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
14 PAGA Notice submitted by Plaintiff to the LWDA, which arose during the PAGA Period, including
15 each and every cause of action asserted against Defendant in the Operative Complaint for: violation
16 of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay minimum wage; violation
17 of California Labor Code sections 510 and 1198 for failure to pay overtime wages; violation of
18 California Labor Code sections 226.7 and 512(a) for failure to provide legally required meal periods;
19 violation of California Labor Code section 226.7 for failure to provide legally required rest periods;
20 violation of California Labor Code section 204 for failure to timely pay wages during employment;
21 violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of
22 discharge or resignation from employment; violation of California Labor Code section 1174(d) for
23 failure to maintain accurate payroll records; violation of California Labor Code section 226(a) for
24 failure to furnish accurate itemized wage statements; violation of California Business and Professions
25 Code sections 17200, et seq. for unfair business practices; and violation of California Labor Code
26 sections 2699, et seq. (Private Attorneys General Act).

27 23. No individualized notice of this Order and Judgment is required to be provided to the
28 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online

1 system established for the filing of notices and documents, in conformity with California Labor Code
2 § 2699(1)(3).

3 24. A Non-Appearence Final Accounting Hearing is set for _____ at
4 _____ in Department 1 of the above-entitled Court. A Final Report is due to be filed no later
5 than _____ confirming that disbursements were made pursuant to the Settlement.

6
7 **IT IS SO ORDERED.**

8
9 Dated: _____

Honorable Stuart M. Rice
Judge of the Superior Court

EXHIBIT 1

Rene Umana v. Columbus Technologies & Services, Inc.
Los Angeles County Superior Court Case No. 22STCV16432

[Date]

[Employee Name]

[Employee Address]

[City, State Zip]

You are receiving this notice because of a lawsuit filed by Rene Umana (“Plaintiff”) against Columbus Technologies & Services, Inc. (“Defendant”). By way of the lawsuit, Plaintiff sought civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”), for alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses.

Defendant denies the allegations in the lawsuit and denies that it owed any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case.

The settlement resolves the claims asserted in the lawsuit on behalf of individuals employed by Defendant in the State of California as hourly-paid and/or non-exempt employees at any time during the period from April 12, 2021 through August 30, 2022 (“Aggrieved Employees”).

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed with this letter is your settlement check. The settlement check will be valid for one hundred and eighty (180) calendar days from the date of issuance, and thereafter, the check will be canceled. Funds from canceled checks will be transmitted to the State Controller’s Office Unclaimed Property Fund in the name of the Aggrieved Employee whose check is voided.

On [Insert date Gross Settlement Amount is fully funded], all Aggrieved Employees released, on behalf of themselves and their respective former and present agents, heirs, successors, and assigns, the Released Parties from all claims arising during the PAGA Period for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

“Released Parties” means Defendant and each of its former and present directors, officers, employees, agents, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

Do not call or write the Court to ask questions about the settlement. Any questions regarding the settlement can be directed to the settlement administrator, [Administrator Name], at [Administrator Phone Number].