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FILED
Superior Court of California
County of Los Angeles

JUN 28 2024

5 Attorneys for Plaintiff,
LISET PEREZ, on behalf of herself and
6 all others similarly situated

David W. Slayton, Executive Officer/Clerk of Court
By: I. Flores, Deputy

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
10

11 LISET PEREZ, on behalf of herself and all others
12 similarly situated,

CASE NO.: 22STCV17088

[Assigned for all purposes to Hon. Theresa M
Traber - Dept. "47"]

13 Plaintiffs,

14 v.

REVISED [REDACTED] ORDER
APPROVING PAGA SETTLEMENT

15 CHIK ENTERPRISES, a California corporation;
16 and DOES 1 through 100, Inclusive

DATE: June 28, 2024
TIME: 9:00 a.m.
DEPT.: 47

17 Defendants.
18

19 Plaintiff, LISET PEREZ's Motion for Approval of PAGA Action Settlement ("Motion")
20 came on regularly for hearing on June 28, 2024. After full consideration of Plaintiff's Motion and
21 supporting Declarations and exhibits thereto, including the Stipulation Re: PAGA Representative
22 Action Settlement and Release and Stipulation to Amend PAGA Settlement Agreement ("Settlement
23 Agreement"), and good cause appearing therefore, the Court hereby ORDERS, ADJUDGES AND
24 DECREES AS FOLLOWS:

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27 ///

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1 1. The Motion for Approval of PAGA Action Settlement is hereby granted in its
2 entirety.

3 2. All terms used herein shall have the same meaning as defined in the Settlement
4 Agreement.
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6 3. This Court has jurisdiction over the subject matter of this litigation and over all
7 Parties to this litigation, including all Aggrieved Employees.
8

9 4. The settlement resolves the PAGA action brought on behalf of Aggrieved
10 Employees, defined as follows: the estimated 323 hourly non-exempt current and former employees
11 who worked for Defendant in California during the period of May 20, 2021 through September 15,
12 2023 with the total number of pay periods of 4,608 ("PAGA Period").
13

14 5. Pursuant to Labor Code §2699 *et seq.*, the Court finds that the settlement is fair,
15 adequate, and reasonable and that it furthers PAGA's objectives.
16

17 6. The Court appoints Plaintiff as the PAGA representative for settlement
18 purposes only.
19

20 7. The Court appoints Michael Nourmand, Esq. and James A. De Sario, Esq. of The
21 Nourmand Law Firm, APC as counsel for the Aggrieved Employees for settlement purposes only.
22

23 8. The Court appoints CPT Group, Inc. as the Settlement Administrator.

24 9. The Court approves, as to form and content, the Notice of PAGA Settlement
25 ("Notice") attached as Exhibit 1 to the Settlement Agreement.
26

1 10. The Court approves the Gross PAGA Settlement Amount of \$191,750 which shall be
2 funded within 30 calendar days of the Effective Date and shall be held in trust in the QSF by the
3 Settlement Administrator.

4
5 11. The Settlement Administrator shall disburse the funds, in accordance with the
6 procedure and timing set forth in the Settlement Agreement, as follows:

- 7 a. The sum of \$67,112.50 shall be allocated as reasonable attorneys' fees to be
8 paid to The Nourmand Law Firm, APC.
9
10 b. The sum of \$9,652.75 shall be allocated as reasonable litigation costs and paid
11 to The Nourmand Law Firm, APC.
12
13 c. The sum of \$2,000 shall be paid to Plaintiff as an enhancement award for
14 serving as PAGA representative in the action.
15
16 d. The sum of \$10,804.21 shall be paid to CPT Group, Inc. for its services in
17 administering the settlement.
18
19 e. After deducting the above amounts (i.e., a. through d.) from the Gross PAGA
20 Settlement Amount, the Court approves the remaining Net PAGA Settlement
21 Amount of \$102,180.54 for PAGA penalties and orders 75% (\$76,635.41) of
22 the sum to be paid to the California Labor and Workforce Development Agency
23 and 25% (\$25,545.13) to be paid to Aggrieved Employees pursuant to Labor
24 Code §2699(i).

25 12. The sum of \$15,000 shall be paid as Plaintiff's Individual Settlement Release Payment,
26 in exchange of the release of her individual wage claims against Defendant. The Settlement
27 Administrator shall disburse Plaintiff's Individual Settlement Release Payment, in accordance with the
28 procedure and timing set forth in the Settlement Agreement.

1 13. The Court directs the mailing of the Notice, as referenced in paragraph 9 above, by
2 first-class mail to the Aggrieved Employees in accordance with the procedures set forth in the
3 Settlement Agreement and this Order.

4
5 14. In consideration for the Gross PAGA Settlement Amount of \$191,750, and only upon
6 the completion of the funding of the Gross PAGA Settlement Amount, the Aggrieved Employees will
7 release Defendant, and any other person or entity that is or could be claimed to be an employer of any
8 Aggrieved Employee with respect to the Released PAGA Claims for work performed for or through
9 Defendant, and each of their past, present and future officers, owners, directors, partners, employees,
10 shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, customers, parent
11 companies, investors, members, direct and indirect equity holders and control persons, subsidiaries,
12 divisions, affiliates, predecessors, successors, assigns, and their respective heirs, estates, executors,
13 administrators, successors and assigns, as well as any individual or entity that could be alleged to be
14 jointly liable with Defendant ("Released Parties") from all claims for PAGA penalties that were pled
15 under the PAGA in the Action or that reasonably could have been alleged based on the factual
16 allegations pled in Plaintiff's notice to the LWDA, dated May 20, 2022 and the Operative Complaint
17 (i.e., the "First Amended Complaint filed on November 1, 2022") alleging claims for PAGA civil
18 penalties, and the theories on which the PAGA claims are premised including: (1) failure to pay
19 overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to
20 provide rest periods; (5) failure to pay all wages upon termination; (6) failure to provide accurate wage
21 statements; and (7) failure to reimburse business related expenses. Aggrieved Employees cannot opt-
22 out of the Release PAGA Claims. The Released PAGA Claims exclude claims for workers'
23 compensation or unemployment insurance benefits and Plaintiff's individual wage and hour claims for
24 unpaid wages, interest, liquidated damages, statutory penalties, etc. ("Released PAGA Claims").
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1 15. The Court shall retain jurisdiction over the action, the parties and Aggrieved
2 Employees, to the fullest extent to enforce and effectuate the terms and intent of the Settlement
3 Agreement. The Court shall also retain jurisdiction to enforce the Settlement Agreement pursuant to
4 Code of Civil Procedure §664.6.

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6 16. Upon completion of administration of the settlement, the Settlement Administrator
7 shall execute a declaration with a final reporting with respect to the final distribution as set forth
8 herein and the Settlement Agreement. The declaration regarding distribution from the Settlement
9 Administrator must be filed with the Court by July 18, 2025 ~~2024~~. The Court also sets an OSC Re:
10 Compliance with Settlement on Aug. 15, 2025 ~~2024~~ at 9:00 a.m./~~p.m.~~ in Department 47 of the
11 above-entitled Court.

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14 **IT IS SO ORDERED.**

15 **IT IS SO ORDERED**

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17 DATED: 6/28/24



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HONORABLE THERESA M. TRABER
LOS ANGELES COUNTY SUPERIOR COURT