

FILED
Superior Court of California
County of Los Angeles

AUG 29 2023

David W. Slayton, Executive Officer/Clerk of Court
By: L. Gomez, Deputy

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

RIKYAH NOEL BROWN, an individual, on
behalf of herself, all aggrieved employees, and
the State of California as a Private Attorneys
General,

Plaintiff,

vs.

Tempus, LLC, a California limited liability
company, and Emerald Health Services, a
business entity unknown, and DOES 1-50,
inclusive,

Defendant.

Case No. 22STCV27967

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT**

[PROPOSED] ORDER

The Court has received and considered the PAGA Settlement Agreement ("Settlement Agreement") entered into between Plaintiff Rikyah Noel Brown, an individual, on behalf of the State of California as a private attorney general under the California Labor Code Private Attorneys General Act ("PAGA"), and the Defendant Tempus, LLC, dba Emerald Health Services. Having received and considered the Stipulation and Agreement and the supporting papers filed, the Court

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1 grants approval of the PAGA Settlement and HEREBY ORDERS AND MAKES THE
2 FOLLOWING DETERMINATIONS:

3 1. The California Labor Workforce and Development Agency ("LWDA") has been
4 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2),
5 (1)(4). In particular, on the date Plaintiff filed the stipulation seeking approval of the Settlement
6 with the Court, Plaintiff submitted to the LWDA a notice of the Settlement including a copy of the
7 Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice
8 requirements of PAGA.

9 2. The Court confirms approval of the Settlement as to the aggrieved employees.

10 3. The Court has jurisdiction over the subject matter of this litigation, over all aggrieved
11 employees, and over those persons undertaking affirmative obligations under the Settlement.

12 4. The Settlement is approved under Labor Code § 2699(1)(2).

13 5. The Court finds that each aggrieved employee, in accordance with the Settlement,
14 releases all Released Claims against the Released Parties.

15 6. The Gross Settlement Amount of \$1,175,000, and the methodology used to calculate
16 the Individual PAGA Payments in accordance with the Settlement is approved.

17 7. The Court approves ILYM Group, Inc., to act as the Settlement Administrator. The
18 Court awards the Settlement Administrator in this Action its actual fees and costs in accordance
19 with the terms of the Settlement Agreement in the amount of \$8,850.

20 8. The Court approves Koul Law Firm as PAGA Counsel.

21 9. The Court awards PAGA Class Counsel attorneys' fees in the amount of \$411,250.00
22 and actual litigation costs of \$13,908.47, both of which the Court finds to be fair and reasonable.
23 The Court authorizes the Settlement Administrator to make these payments, in accordance with the
24 terms of the Settlement Agreement.

25 10. The Court authorizes the Settlement Administrator to calculate and pay the
26 Individual PAGA Payments in accordance with the terms of the Settlement Agreement.

27 11. The Court finds that LWDA Payment of \$555,743.65 as its share of the settlement
28 of civil penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay

1 the LWDA Payment, in accordance with the terms of the Settlement Agreement.

2 12. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
3 for 180 days after issuance. Funds remaining from any checks for Individual PAGA. Payments
4 uncashed after 180 days will be transmitted to the California State Controller with the identity of
5 the employee to whom the funds belong.

6 13. Upon completion of the Settlement, the Settlement Administrator will provide
7 written certification of the completion to the Court and counsel for the Parties which shall be filed
8 with the Court within 30 days after completion of the Settlement.

9 14. Nothing in this Order or the Settlement shall be construed as an admission or
10 concession by any party.

11 15. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of
12 the date of this Order.

Parties waived notice.

13 **IT IS SO ORDERED:**

14
15 DATED: 8/29/23

Laura A. Beaudet

PROOF OF SERVICE

Case No. 22STCV27967
Brown v. Tempus, LLC, et al.

I, IVETTE HERNANDEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On August 28, 2023, I served the foregoing document described as:

[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT

- _____ by placing the document(s) listed above in a sealed envelope, addressed as set forth below, and placing the envelope for collection and mailing in the place designated for such in our offices, following ordinary business practices.
- X by transmitting via electronic mail the document(s) listed above to the electronic mailing address set forth below on this date.
- _____ Via Case Anywhere.
- _____ by causing a true copy thereof to be personally delivered to the person(s) at the address(es) set forth below.

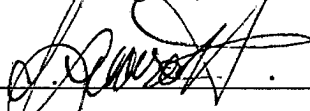
on the parties listed below by placing a true copy thereof enclosed in a sealed envelope for collection and mailing in the United States Postal Service following ordinary business practices at Los Angeles, California addressed as follows:

SEE ATTACHED SERVICE LIST

I am readily familiar with the ordinary practice of the business of collecting, processing and depositing correspondence in the United States Postal Service and that the correspondence will be deposited the same day with postage thereon fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 28, 2023, in Los Angeles, California.



IVETTE HERNANDEZ

08/30/2023

PROOF OF SERVICE

Case No. 22STCV27967

Brown v. Tempus, LLC, et al.

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Attorneys for Defendant TEMPUS, LLC

08/30/2023