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VENTURA SUPERIOR COURT

04/8/24

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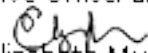
Attorneys for Plaintiff Kevin Green

VENTURA SUPERIOR COURT

FILED

04/17/2024

Brenda L. McCormick
Executive Officer and Clerk


Elizabeth Muller

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

KEVIN GREEN, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

DCOR, LLC, a limited liability company; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 56-2022-00569980-CU-OE-VTA

[Hon. Mark Borrell, Dept. 40]

**~~[AMENDED PROPOSED]~~ ORDER
GRANTING PLAINTIFF'S MOTION TO
APPROVE PAGA SETTLEMENT
AGREEMENT AND RELEASE OF PAGA
CLAIMS PURSUANT TO LABOR CODE
SECTIONS 2698, ET SEQ.**

[Filed with [Amended Proposed] Judgment]

PAGA APPROVAL HEARING:

Date: April 8, 2024

Time: 8:30 a.m.

Dept.: 40

Complaint Filed: September 12, 2022

Trial Date: Not set

~~**[PROPOSED]**~~ **ORDER**

Plaintiff Kevin Green (“Plaintiff”) seeks approval of a PAGA Settlement Agreement (the “PAGA Settlement”) entered into with Defendant DCOR, LLC (“Defendant”) (together, the “Parties”) in full resolution of the above-captioned litigation (the “Action”).

The Court having duly considered Plaintiff’s Notice of Motion and Motion to Approve Settlement Agreement and Release of PAGA Claims Pursuant to Labor Code Sections 2698, *et seq.* (“PAGA Approval Motion”), the supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and having reviewed the record in this Action, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Order, refers to all defined terms and provisions as set forth in the PAGA Settlement, which is attached as “**Exhibit 1**” to the Declaration of Kane Moon in Support of Plaintiff’s PAGA Approval Motion.

2. The Court hereby GRANTS the PAGA Approval Motion, and the PAGA Settlement is hereby accepted and approved.

3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this Action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement. The California Labor and Workforce Development Agency (the “LWDA”) was provided with notice of the PAGA Settlement via its online submission process, and no objection has been received to the PAGA Settlement from the LWDA.

4. The obligations set forth in the PAGA Settlement are deemed part of this Order, and the Parties and Administrator are ordered to carry out the PAGA Settlement according to its terms and provisions.

5. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

1 a. **Plaintiff's PAGA Release.** Plaintiff and his respective former and present spouses,
2 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
3 successors, and assigns generally, release and discharge Released Parties from all
4 claims, transactions, or occurrences that occurred during and in any way related to
5 his employment with Defendant, and throughout the PAGA Period, including, but
6 not limited to, all claims that were, or reasonably could have been, alleged, based
7 on the facts contained in the Operative Complaint in the Action and the PAGA
8 Notice, which includes the California Labor Code Private Attorneys General Act
9 of 2004 (PAGA) claims based on Defendant's alleged failure to pay minimum and
10 overtime wages, failure to provide meal periods, failure to authorize and permit rest
11 periods, failure to maintain accurate records for hours worked and meal periods,
12 failure to timely pay wages, failure to provide accurate wage statements, failure to
13 indemnity for necessary business expenses, and all other claims and allegations
14 made or which could have reasonably been made in the Action based on the facts
15 and allegations pled in the Operative Complaint and PAGA Notice ("Plaintiff's
16 PAGA Release"). Plaintiff's PAGA Release does not extend to any claims or
17 actions to enforce this Agreement, or to any claims for vested benefits,
18 unemployment benefits, disability benefits, social security benefits, workers'
19 compensation benefits that arose at any time, or based on occurrences outside the
20 PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law
21 different from, or in addition to, the facts or law that Plaintiff now knows or
22 believes to be true but agrees, nonetheless, that Plaintiff's PAGA Release shall be
23 and remain effective in all respects, notwithstanding such different or additional
24 facts or Plaintiff's discovery of them.

- 25 i. Plaintiff's Waiver of Rights Under California Civil Code Section
26 1542. In addition to Plaintiff's PAGA Release, Plaintiff expressly
27 waives and relinquishes the provisions, rights, and benefits, if any,
28

1 of section 1542 of the California Civil Code, which reads: “A
2 general release does not extend to claims that the creditor or
3 releasing party does not know or suspect to exist in his or her favor
4 at the time of executing the release, and that if known by him or
5 her would have materially affected his or her settlement with the
6 debtor or released party.”
7

- 8 b. **Release by Aggrieved Employees.** All Aggrieved Employees are deemed to release,
9 on behalf of themselves and their respective former and present representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns, the Released
11 Parties from all claims for PAGA penalties that were alleged, or reasonably could
12 have been alleged, based on the facts stated in the Operative Complaint and the
13 PAGA Notice.
- 14 c. **Release by PAGA Counsel.** PAGA Counsel release on behalf of their present and
15 former attorneys, employees, agents, successors and assigns the Released Parties
16 from all claims for attorneys’ fees and costs, including PAGA fees, incurred in
17 connection with the Operative Complaint and the PAGA Period facts stated in the
18 Operative Complaint and the PAGA Notice.
- 19 d. **Released Parties.** “Released Parties” means: Defendant, including Defendant’s
20 joint employers, members, owners, officers, directors, shareholders, agents,
21 assigns, attorneys, insurers, independent contractors, employees, predecessors,
22 successors, parents, subsidiaries, affiliated entities, related entities or other
23 representatives of any kind, and related parties.
- 24 e. **PAGA Period.** “PAGA Period” means the period from July 4, 2021 to October 23,
25 2023.
- 26 f. **PAGA Notice.** “PAGA Notice” means Plaintiff’s July 4, 2022 letter to Defendant
27 and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
28

1 g. **Operative Complaint.** “Operative Complaint” means Plaintiff’s Complaint filed in
2 this Action on September 12, 2022.

3 6. The PAGA Settlement is not an admission by Defendant, nor is this Order a
4 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order,
5 the PAGA Settlement, nor any document referred to herein, nor any action taken to carry out the
6 PAGA Settlement, may be used as an admission of any fault, wrongdoing, omission, concession,
7 or liability whatsoever by or against Defendant.

8 7. Defendant shall pay the total of \$200,000.00 (the “Gross Settlement Amount”) to
9 resolve this Action, subject to section 4.1 of the PAGA Settlement. Through the Administrator,
10 the Gross Settlement Amount shall be used to pay the Individual PAGA Payments, LWDA PAGA
11 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and
12 Administration Expenses Payment. Defendant shall fully fund the Gross Settlement Amount by
13 transmitting the funds to the Administrator 60 calendar days after the Effective Date, as that
14 term is defined under the PAGA Settlement.

15 8. Within 14 calendar days after Defendant funds the Gross Settlement Amount,
16 and after PAGA Counsel and Defense Counsel approve the Administrator’s proposed list of
17 distributions, the Administrator shall issue payment to the Aggrieved Employees, the LWDA,
18 the Administrator, and PAGA Counsel. The Court approves of the proposed letter attached to the
19 Declaration of Kane Moon in Support of Plaintiff’s PAGA Approval Motion as “**Exhibit 6**” to be
20 sent by the Administrator to Aggrieved Employees along with their respective Individual PAGA
21 Payment.

22 9. The face of each check to Aggrieved Employees shall prominently state the date
23 (180 days after the date of mailing) when the check will be voided. The Administrator will cancel
24 all checks not cashed, deposited or otherwise negotiated by the void date. Before mailing any checks,
25 the Administrator must update the recipients’ mailing addresses using the National Change of
26 Address Database. For any Aggrieved Employee whose Individual PAGA Payment check is
27 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented
28

1 by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved
2 Employee.

3 10. The Court appoints ILYM Group, Inc. as the Administrator. The Court approves
4 and orders an Administration Expenses Payment in the amount of \$5,000.00 from the Gross
5 Settlement Amount to the Administrator for the costs of settlement administration.

6 11. The Court appoints Plaintiff's counsel of record Moon Law Group, PC as PAGA
7 Counsel. The Court approves and orders a PAGA Counsel Fees Payment from the Gross
8 Settlement Amount to PAGA Counsel for their reasonable attorneys' fees not to exceed
9 \$66,666.67 (33.33% of the Gross Settlement Amount), as well as a PAGA Counsel Litigation
10 Expenses Payment of \$17,978.43 for reimbursement of litigation costs actually incurred. The
11 Court finds that the fees and costs amounts are reasonable in light of the benefits provided to
12 the LWDA and Aggrieved Employees.

13 12. After deducting the Administration Expenses Payment, PAGA Counsel Fees
14 Payment, and PAGA Counsel Litigation Expenses Payment, the remainder shall be allocated
15 as PAGA Penalties and distributed as 75% to the LWDA (the "LWDA PAGA Payment") and
16 25% to Aggrieved Employees on a pro-rata basis as calculated by the Administrator according
17 to the number of PAGA Period Pay Periods worked by Aggrieved Employees (the "Individual
18 PAGA Payments").

19 13. The Parties shall bear their own respective attorneys' fees and costs, except as
20 otherwise provided for in the PAGA Settlement and approved by the Court. Defendant and the
21 Released Parties shall have no further liability for costs, expenses, interests, attorneys' fees, or
22 for any other charge, expense, or liability relating to the Released PAGA Claims and shall be
23 released from all claims as set forth in the Settlement Agreement and in this Order.

24 14. This Action is dismissed with prejudice.

25 15. Plaintiff shall submit a copy of this Order to the LWDA within 30 calendar days
26 after entry hereof.

1 16. Pursuant to California Code of Civil Procedure section 664, this Court shall retain
2 jurisdiction over the Parties, the Action, and the PAGA Settlement solely for purposes of (i)
3 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and
4 (iii) addressing such post-Judgment matters as are permitted by law.

5 17. The Court sets a Compliance Hearing re: Distribution on **March 7, 2025 at 8:20**
6 **a.m. in Department 40.** PAGA Counsel are ordered to file a final report and declaration by the
7 Administrator regarding settlement distribution by **February 14, 2025.** No appearance will be
8 required at the Compliance Hearing if the Administrator's declaration reports that all the
9 distributions under the Agreement are complete, and PAGA Counsel and Defense Counsel
10 submit a joint stipulation and [proposed] order to vacate the Compliance Hearing by **February**
11 **14, 2025.**

12
13 **IT IS SO ORDERED.**

14
15 DATED: 04/16/2024



Hon. Mark Borrell
Judge of the Ventura County Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
7 1880, Los Angeles, California 90017. On April 8, 2024, I served the foregoing document
8 described as:

9 **[AMENDED PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE**
10 **PAGA SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS PURSUANT**
11 **TO LABOR CODE SECTIONS 2698, ET SEQ.**

12 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s) addressed
13 as follows:

14 Chandra A. Beaton (SBN 225787)
15 Kathleen M. Fellows (SBN 277139)
16 **LIGHTGABLER LLP**
17 760 Paseo Camarillo, Suite 300
18 Camarillo, California 93010
19 Telephone: (805) 248-7208
20 Facsimile: (805) 248-7209
21 Email: cbeaton@lightgablerlaw.com
22 Email: kfellows@lightgabler.com

23 *Attorneys for Defendant DCOR LLC*

24 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
25 envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the
26 firm's practice of collection and processing correspondence for mailing. Under that
27 practice it would be deposited with U.S. postal service on that same day with postage
28 thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am
aware that on motion of the party served, service is presumed invalid if postal cancellation
date or postage meter date is more than one day after date of deposit for mailing in affidavit.

29 X (State) I declare under penalty of perjury under the laws of the State of California
30 that the above is true and correct.

31 Executed on April 8, 2024, at Los Angeles, California.

32 Noelia Alonso Esteban

33 _____
34 Name



35 _____
36 Signature