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

LAVALE GRAHAM, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

PINNACLE TECHNICAL RESOURCES,
INC., a Corporation and DOES 1 through
50, inclusive,

Defendant.

Case No.: 22TRCV01089

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: April 3, 2024
Hearing Time: 8:30 a.m.
Reservation ID: 362416773892

Judge: Hon. Douglas W. Stern
Dept.: B

1 **[PROPOSED] ORDER AND JUDGMENT**

2 Plaintiff Lavale Graham (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims
3 under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California
4 Labor Code § 2699(1), against Pinnacle Technical Resources, Inc. (“Defendant”).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in
6 this action and is authorized to act as private attorney general with respect to the PAGA claims being
7 released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”), which is
8 incorporated by reference. The California Labor Workforce Development Agency (“LWDA”) was
9 provided with notice of the Settlement and the motion for approval of the PAGA settlement via its
10 online process and no objection has been received to the settlement or the motion from the Labor
11 Workforce Development Agency.

12 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA Payment
13 to be paid as part of the settlement as set forth in the Settlement Agreement which was filed with the
14 Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$392,500,
15 which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$7,000) for
16 ILYM Group to administer the settlement, PAGA Counsel Fees Payment in the amount of \$130,833
17 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses Payment in the
18 amount of \$11,000. The PAGA Payment, which is the amount remaining of the Gross PAGA
19 Settlement Amount after deduction of the Administration Expenses Payment, PAGA Counsel Fees
20 Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor Code 2699
21 penalties, including other civil penalties specified in the Labor Code, of which 75% of the payment
22 will be paid to the LWDA (no less than \$182,750.25) and 25% will be paid to the Aggrieved
23 Employees (no less than \$60,916.75).

24 The Court, having reviewed the evidence and papers submitted and argument of counsel,
25 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff’s motion and approves the
26 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
27 allocated and paid out as set forth in the Settlement Agreement.
28

1 The “Aggrieved Employees” are defined as all current and former employees who worked for
2 Defendant in California and were classified as non-exempt employees during the PAGA Period. The
3 PAGA Period is the period from August 9, 2021 to April 16, 2023.

4 Upon the Effective Date of this Order and Judgment, Defendant and the Released Parties (as
5 defined in the PAGA Settlement Agreement) shall be entitled to a release of the Released PAGA
6 Claims. The “Released PAGA Claims” are all PAGA claims alleged or that could have reasonably
7 been alleged arising out of the facts in the operative Complaint. This includes PAGA claims that
8 occurred during the PAGA Period for: (1) failure to provide accurate itemized wage statements; (2)
9 failure to properly record and provide legally required meal periods; (3) failure to properly record and
10 provide legally required rest periods; (4) failure to pay all wages owed; (5) failure to pay overtime
11 wages (including failing to pay overtime at the correct regular rate of pay); (6) failure to provide or
12 properly calculate paid sick leave; (7) failure to reimburse employees for all required expenses; (8)
13 failure to pay all wages when due during employment and upon termination; and (9) failure to maintain
14 proper records, including time and payroll records. The Released PAGA Claims expressly excludes
15 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
16 Employment and Housing Act, unemployment insurance, disability, social security, workers’
17 compensation, California non-PAGA class claims, and PAGA claims outside of the PAGA Period. In
18 no event shall the release of the Released PAGA Claims in this Settlement Agreement release any
19 non-PAGA claims of any individuals.

20 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
21 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
22 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
23 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any
24 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
25 this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as
26 to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any
27 such liability or wrongdoing.
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1 This claim asserted under PAGA in this action is dismissed with prejudice. After entry of this
2 Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction
3 pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce
4 the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement
5 benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution
6 of settlement benefits.

7 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
8 **ENTERED ACCORDINGLY.**

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10 DATED: _____

11 THE HONORABLE DOUGLAS W. STERN
12 JUDGE OF THE SUPERIOR COURT
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