

1 JAMES HAWKINS APLC
JAMES R. HAWKINS SBN 192925
2 GREGORY MAURO, SBN 222239
MICHAEL CALVO, SBN 314986
3 9880 Research Drive, Suite 200
Irvine, California 92618
4 Telephone: (949) 387-7200
Facsimile: (949) 387-6676
5 James@jameshawkinsaplc.com
Greg@jameshawkinsaplc.com
6 Michael@jameshawkinsaplc.com

7 Attorneys for DANIEL ALVAREZ on behalf of
the general public as private attorney general
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

11 DANIEL ALVAREZ, on behalf of the general
public as private attorney general,

12 Plaintiff,

13 v.
14

15 CULINART OF CALIFORNIA INC., a
California Corporation; CULINART GROUP
16 INC., a New York Corporation; and DOES 1-
50, inclusive,

17
18 Defendantss.
19

Case No.: 22STCV39814
Assigned for all Purposes to:
Hon. Gregory Keosian
Dept.: 61

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

Date: June 5, 2024
Time: 10:00 a.m.
Dept.: 61

RESERVATION ID: 872281871392

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on June 5, 2024 at 10:00 a.m. in Department 31 of the
3 above-entitled Court, the Honorable Gregory Keosian presiding. Based on the pleadings on
4 record, all papers submitted in connection with Plaintiff's Notice of Unopposed Motion and
5 Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's
6 Unopposed Motion is GRANTED.

7 The Court having reviewed the Joint Stipulation of PAGA Settlement and Release of
8 Claims ("Settlement" or "Settlement Agreement") hereby ORDERS AND ADJUDGES:

9 1. The Court, for purposes of this Order, refers to all defined terms as set forth in the
10 Settlement Agreement.

11 2. The Court finds the Settlement was entered into in good faith, that the settlement
12 is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
13 requirements for approval of PAGA representative actions under California law. The Settlement
14 is hereby accepted and approved.

15 3. The Parties shall bear their own respective attorneys' fees and costs, except as
16 otherwise provided for in the Settlement and approved by the Court.

17 4. The Settlement is not an admission by Defendants nor is this Order a finding of
18 the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the
19 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
20 may be used as an admission of any fault, wrongdoing, omission, concession, or liability
21 whatsoever by or against Defendants.

22 5. The Court hereby confirms James Hawkins, Gregory Mauro and Michael Calvo
23 as PAGA Counsel.

24 6. The Court appoints Apex Class Action Administrators as the Settlement
25 Administrator to administer the Settlement pursuant to the terms of the Settlement Agreement.

26 7. Defendants shall pay the Gross Settlement Amount of \$145,000.00 according to
27 the terms of the Settlement Agreement.
28

1 8. The Net Settlement Amount means the Gross Settlement Amount (\$145,000.00)
2 minus the following: (a) Attorneys' Fees to Plaintiff's Counsel in the amount of \$50,750.00; (b)
3 \$16,781.52 allocated to litigation costs; (c) \$10,000.00 allocated to Plaintiff as an Enhancement
4 Award; and (d) up to \$10,000.00 allocated to Settlement Administrator Costs.

5 (a) The Court approves payment to Plaintiff's counsel of Attorneys' Fees in the
6 amount of \$50,750.00 to be paid from the Gross Settlement Amount

7 (b) The Court approves payment to Plaintiff's counsel of actual litigation costs in the
8 amount of \$16,781.52 to be paid from the Gross Settlement Amount.

9 (c) The Court approves payment to the Settlement Administrator for its reasonable
10 costs and fees to administer the Settlement, up to \$10,000.00 to be paid from the
11 Gross Settlement Amount.

12 (d) The Court approves payment of \$10,000.00 as an Enhancement Award to be paid
13 to Plaintiff for Plaintiff's service as a PAGA Representative.

14 (e) Any difference from these amounts will be added to the Net Settlement Amount.

15 9. In accordance with Labor Code § 2699(d), of the Net Settlement Amount (), 75%
16 (\$47,6068.86) is allocated to the LWDA, and the remaining 25% (\$15,869.62) is allocated to the
17 Aggrieved Employees on a pro-rata basis.

18 10. The "PAGA Period" means the time period of October 17, 2021 through
19 December 31, 2023.

20 11. The Court directs Defendants to deposit the Gross Settlement Amount with the
21 Settlement Administrator within 30 days of the Effective Date.

22 12. The amount of each Aggrieved Employee's individual settlement payment will be
23 calculated as follows: Twenty-five (25%) of the Net Settlement Amount shall be distributed to
24 the Aggrieved Employees on a pro-rata basis, based on their respective number of pay periods
25 worked for Defendants during the PAGA Period.

26 13. By operation of this Order, Plaintiff shall fully, finally, and forever release and
27 discharge Defendants and the Released Parties from any and all of Plaintiff's released claims
28

1 and shall be forever barred from pursuing such released claims against Defendants and the
2 Released Parties.

3 14. By operation of this Order, the State of California (including the LWDA) and
4 the Aggrieved Employees (including Plaintiff) shall for the PAGA Period fully, finally and
5 forever release and discharge Defendants and the Released Parties from any and all PAGA
6 Released Claims, as defined in the Settlement Agreement, and shall be forever barred from
7 pursuing such PAGA Released Claims against Defendants and the Released Parties.

8 15. The Court directs the Parties and the Settlement Administrator to carry out the
9 terms of the Settlement Agreement. This includes that each Aggrieved Employee will be issued
10 one check for his or her Individual Settlement Payment. The Aggrieved Employee's check will
11 expire one hundred and eighty (180) calendar days from the date the checks are issued by the
12 Settlement Administrator. After the 180 day-period, the Settlement Administrator shall cancel
13 all checks that have not been cashed or deposited and remit funds associated with such canceled
14 checks to the Controller of the State of California to be held pursuant to the Unclaimed Property
15 Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Group Members
16 whose checks were voided.

17 16. The Court approves of the proposed letter attached to the Settlement Agreement
18 as **Exhibit A** to be sent to Aggrieved Employees along with their respective settlement check.

19 17. Under California Code of Civil Procedure section 664.6, the Court retains
20 jurisdiction over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the
21 terms and intent of the Settlement and this Order.

22 18. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven
23 (7) days of the entry of the Order.

24 19. The above-referenced action and all claims asserted by Plaintiff individually and
25 in a representative capacity are hereby dismissed with prejudice.

26 ///

27 ///

28 ///

1 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
2 **ENTERED ACCORDINGLY.**

3 DATED:_____

4 _____
5 THE HONORABLE GREGORY KEOSIAN
6 JUDGE OF THE SUPERIOR COURT
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28