

12/12/2023

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14 **SUPERIOR COURT OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES**

16 GERMAN RODRIGUEZ, on behalf of himself
17 and all aggrieved employees,

18 Plaintiffs,

19 v.

20 MODERN PARKING, INC., and DOES 1 to 100,
21 Defendants.

Case No.: 23STCV00936

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

- 22
- 23 1. The Parties have submitted a Motion for Approval of a PAGA Settlement.
- 24 2. Plaintiff's Complaint, filed on January 17, 2023, sought civil penalties on behalf
- 25 of the State of California and aggrieved employees (the "Aggrieved Employees"), as authorized
- 26 by PAGA, in relation to alleged violations of the predicate Labor Code statutes set forth in
- 27 Plaintiff's Complaint and the letter to the Labor Workforce and Development Agency dated
- 28 November 11, 2022 (the "LWDA Letter"), on behalf of all current and former non-exempt

1 employees of Defendant Modern Parking, Inc. ("MPI" or "Defendant(s)") from November 13,
2 2021 through the date of approval.

3 3. Under PAGA, in any action brought by an aggrieved employee, the Court "shall review
4 and approve any settlement of any civil action filed pursuant to this part." Lab. Code, § 2699(1)(2).
5 Accordingly, the Court, having considered the proposed settlement and having considered the papers
6 filed in support of the proposed settlement and the arguments of counsel, and good cause appearing,
7 **HEREBY ORDERS AS FOLLOWS:**

8
9 A. The Court finds the instant Action presents a good faith dispute of the claims alleged;

10 B. The Court finds in favor of settlement approval, and therefore approves the Settlement
11 of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and
12 other terms, as fair, reasonable, and adequate;

13 C. The Court finds further that Plaintiff, acting on behalf of himself, the Aggrieved
14 Employees, and the State of California, by operation of this Order and Judgment hereby releases and
15 forever discharges Defendants and the Released Parties (as defined in the Settlement Agreement)
16 from any and all Released PAGA Claims (as defined in the Settlement Agreement) including
17 penalties asserted in Plaintiff's Complaint.

18 D. The Court finds further that the foregoing release shall be binding on Plaintiff and the
19 State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved
20 Employees, on behalf of the State of California, as to the Released PAGA Claims and Released Parties;

21 E. The Parties are directed to comply with all terms of the Settlement Agreement, and
22 Defendants are directed to make all payments required by the Settlement Agreement;

23 F. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of
24 One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Gross Settlement Amount"). The Gross
25 Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, Settlement
26 Administrator Costs, Plaintiff's enhancement award, and Attorney's Fees and Costs. No portion of the
27 Gross Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an award of attorney's
28 fees of Fifty-Two Thousand Five Hundred Dollars and Zero cents (\$52,500.00); costs of Ten

of \$17,118.16 (Seventeen Thousand, One Hundred Eighteen and Sixteen cents).
~~Thousand Five Hundred Dollars (\$10,500.00).~~ The settlement administrator Phoenix Settlement
Administrators requests administration costs of Four Thousand Seven Hundred Fifty Dollars and Zero
Cents (\$4,750.00). Finally, Plaintiff requests a service or enhancement award of Seven Thousand Five
Hundred Dollars (\$7,500.00). Defendant does not oppose these requests. The Court finds the Gross
Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs
the Settlement Administrator to make the above payments to payments from the Gross Settlement
Amount as follows:

a. \$52,500.00 in attorney's fees to Frontier Law Center;
b. ~~\$10,500.00~~ ^{\$17,118.16} in costs to the Frontier Law Center;
c. \$4,750.00 in administration costs to Phoenix Settlement Administrators;
d. \$7,500.00 to Plaintiff German Rodriguez
d. After deducting the foregoing payments, the estimated remainder of approximately
~~\$74,750~~ ^{\$68,381.84} shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the
NSA will then be distributed 75 percent to the LWDA, and the remaining 25 percent to the Aggrieved
Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these
payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved
Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and
to otherwise carry out its duties as set forth in the Settlement Agreement; and

G. The PAGA Action is hereby DISMISSED WITH PREJUDICE as to all parties and
all causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the
Parties under Code of Civil Procedure section 664.6 for the purpose of supervising implementation,
enforcement, construction, administration, and interpretation of the Settlement Agreement.

IT IS SO ORDERED.

Date: 12/12/2023



Lia Martin

Hon. Lia Martin

Lia Martin / Judge