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

FERNANDO PULIDO, an individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

vs.

ANDREW LAUREN SURFACES, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 23STCV04800

[Assigned for all purposes to the
Hon. Stephen P. Pfahler, Dept. 68]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

RESERVATION ID: 772876167670

Date: June 11, 2025
Time: 8:30 a.m.
Dept.: 68

Action Filed: March 3, 2023
Trial Date: Nonet Set

1
2 **ORDER AND JUDGMENT**

3 Plaintiff Fernando Pulido (“Plaintiff”)’s Motion for Approval of PAGA Settlement
4 (“Motion”) came on regularly for hearing on June 11, 2025 at 8:30 a.m., the Honorable Stephen
5 P. Pfahler presiding. Having reviewed Plaintiff’s Motion, Plaintiff’s Declaration, the
6 Declaration of Dalia Khalili and exhibits thereto, including the PAGA Settlement Agreement
7 (“Settlement” or “Settlement Agreement”) attached as Exhibit C to the Declaration of Dalia
8 Khalili in Support of Plaintiff’s Motion for Approval of PAGA Settlement and good cause
9 appearing, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

10 1. The Court, for purposes of this Order and Judgment, adopts all defined terms as
11 set forth in the Settlement.

12 2. Plaintiff’s Motion is hereby GRANTED.

13 3. Judgment is hereby entered in favor of Plaintiff and against Defendant Andrew
14 Lauren Services, Inc. (“Defendant”) in the amount of \$343,500.00 pursuant to the terms of the
15 Settlement. This Judgment is intended to be a final disposition of this action and is intended to
16 be immediately appealable.

17 4. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
18 Labor Code section 2698 *et seq.*, the Court approves the Settlement and finds that it is fair,
19 reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations,
20 to deter future violations, and to maximize enforcement of state labor laws. The Court finds that
21 notice of the Settlement has been provided to the California Labor Workforce Development
22 Agency (“LWDA”), as required by Labor Code § 2699(1)(2).

23 5. Within thirty (30) days of the court granting Approval of the Settlement,
24 Defendant shall provide the Settlement Administrator with a Microsoft Excel spreadsheet
25 containing Aggrieved Employee Data, including each Aggrieved Employee’s name, last known
26 mailing address, Social Security number, and number of pay periods worked between December
27 28, 2021 through June 18, 2024 (the “PAGA Period”).

28 “Aggrieved Employees” means all current and former non-exempt employees of

1 Defendant in the State of California at any time during the period between December 28, 2021
2 to June 18, 2024.

3 6. Within sixty (60) days after approval of the settlement, or by January 13, 2025,
4 whichever is later, Defendant shall fully fund the Gross Settlement Amount of \$343,500.00 to
5 the Settlement Administrator.

6 7. Within fourteen (14) days after Defendants fund the Gross Settlement Amount,
7 the Settlement Administrator shall issue checks for the Individual PAGA Payments, the
8 Representative Service Payment, the LWDA PAGA Payment, the Administration Expenses
9 Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment.

10 8. Upon the funding of the Gross Settlement Amount, all Aggrieved Employees are
11 deemed to release, on behalf of themselves and their respective former and present
12 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
13 Parties from all claims for PAGA penalties during the PAGA Period that were or reasonably
14 could have been alleged based on the facts contained in the Operative Complaint and the PAGA
15 Notice ("Released PAGA Claims") including, but not limited to, failure to provide required
16 meal and rest periods, failure to pay overtime wages, failure to pay minimum wages, failure to
17 timely pay wages during employment, failure to pay all wages at termination/resignation, failure
18 to provide accurate wage statements, failure to maintain required records, and failure to
19 reimburse business expenses.

20 Upon the funding of the Gross Settlement Amount, Plaintiff and his respective former
21 and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and
22 assigns generally, release and discharge Released Parties from all claims, transactions, or
23 occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims
24 that were, or reasonably could have been, alleged, based on the facts contained in the Operative
25 Complaint and the PAGA Notice ("Plaintiff's Release"), including, but not limited to, failure to
26 provide required meal and rest periods, failure to pay overtime wages, failure to pay minimum
27 wages, failure to timely pay wages during employment, failure to pay all wages at
28 termination/resignation, failure to provide accurate wage statements, failure to maintain required

1 records, and failure to reimburse business expenses. Plaintiff's Release does not extend to any
2 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
3 benefits, disability benefits, social security benefits, workers' compensation benefits that arose
4 at any time, or based on occurrences outside the PAGA Period. Plaintiff's release also does not
5 extend to Plaintiff's claims in his separate individual action currently pending in Los Angeles
6 Superior Court, Case No. 23STCV15739, however Plaintiff's Release in this matter does release
7 his wage and hour claims and he agrees he cannot seek waiting time penalties in the individual
8 action.

9 "Released Parties" means Defendant and all affiliated predecessor and successor entities,
10 and each such entity's respective present and former subsidiaries, affiliates, parents, agents,
11 employees, former employees, partners, owners, director's, officers, attorneys, trustees, insurers,
12 representatives, predecessors, successors and assigns.

13 9. The Court finds the Gross Settlement Amount, the PAGA Payment, and the
14 methodology used to calculate and pay each Aggrieved Employee's Individual PAGA Payment
15 are fair, reasonable, and adequate and authorizes the Settlement Administrator to pay the
16 Individual PAGA Payments to Aggrieved Employees in accordance with the terms of the
17 Settlement. The Court also authorizes the Settlement Administrator to transmit payment of 75%
18 of the PAGA Payment to the LWDA.

19 10. The Court finds that PAGA Counsel's request for attorneys' fees in the amount
20 of \$114,500.00, which is one-third of the Gross Settlement Amount, is reasonable as a
21 percentage of the common fund with a lodestar cross-check and a multiplier of 1.28. The Court
22 finds that the number of hours PAGA Counsel spent prosecuting the Action is reasonable, and
23 PAGA Counsel's hourly rates are reasonable and in line with rates prevailing in the community.
24 The Court awards PAGA Counsel \$114,500.00 in attorneys' fees to be paid from the Gross
25 Settlement Amount.

26 11. The Settlement limits PAGA Counsel's costs to \$25,000.00. The Court awards
27 PAGA Counsel \$13,149.40 in costs and expenses to be paid from the Gross Settlement Amount,
28 with the remaining \$11,850.60 to become part of the PAGA Payment.

1 12. The Court hereby approves the Representative Service Payment in the amount of
2 \$10,000.00 to Plaintiff for his service as a PAGA representative, the risks he undertook on
3 behalf of the State of California and the other Aggrieved Employees, and the general release of
4 his individual claims, including his individual wage and hour claims, to be paid from the Gross
5 Settlement Amount. Plaintiff's release does not extend to his claims in his separate individual
6 action currently pending in Los Angeles Superior Court, Case No. 23STCV15739.

7 13. The Settlement limits the settlement administration costs to \$2,850. The Court
8 approves settlement administration costs in the amount of \$2,850 to Phoenix Settlement
9 Administrators, to be paid from the Gross Settlement Amount.

10 14. This Court shall retain jurisdiction with respect to all matters related to the
11 administration and consummation of the Settlement, and any and all claims, asserted in, arising
12 out of, or related to the subject matter of the Action, including but not limited to all matters
13 related to the Settlement and the determination of all controversies relating thereto.

14 15. A final accounting hearing is set for _____, 2025 at _____.
15 The parties are ordered to provide a final report and accounting from the Settlement
16 Administrator by _____.

17 16. The Settlement Administrator shall post notice of this Order and Judgment on its
18 website within ten (10) calendar days of the Court's entry of this Order and Judgment.

19 17. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten
20 (10) calendar days of the Court's entry of this Order and Judgment, and Plaintiff shall file a
21 proof of service with the Court.

22 IT IS SO ORDERED.

23
24 DATED: _____

HON. STEPHEN P. PFAHLER
Judge of the Superior Court