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FILED
Superior Court of California
County of Los Angeles

11/04/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. Ennis Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
LOS ANGELES COUNTY

MAYELI BECERRA, an individual, on behalf
of herself and all others similarly situated,

Plaintiffs,

vs.

BLUSKY RESTORATION CONTRACTORS
LLC, a Delaware Limited Liability Company,
and HAR-BRO LLC, a California Limited
Liability Company, and DOES 1-50, inclusive,

Defendant.

Case No. 23STCV02717

Assigned for all Purposes to: Hon. Stuart M.
Rice, Department 1

**JOINT STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA"); [~~PROPOSED~~] ORDER
THEREON**

TO THE HONORABLE COURT, ALL PARTIES AND COUNSEL OF RECORD:

Plaintiff Mayeli Becerra (“Plaintiff”) and Defendants BluSky Restoration Contractors LLC and Har-Bro, LLC (hereafter collectively “Defendant”) (collectively, the “Parties”), by and through their respective counsel of record, herein stipulate as follows:

WHEREAS, Plaintiff Mayeli Becerra (“Becerra”) filed the initial Complaint in this case on February 7, 2023, alleging causes of action against Defendant—individually and on behalf of a putative class of all other current and former nonexempt employees of Defendant in California—for: (1) failure to pay wages, including overtime wages; (2) failure to pay wages upon termination; (3) failure to provide rest breaks; (4) failure to provide uninterrupted meal breaks and second meal breaks; (5) failure to provide accurate itemized statements; and (6) unlawful/unfair business practices. This Action was assigned to Hon. Stuart M. Rice;

WHEREAS, on March 30, 2023, Becerra filed a First Amended Complaint which asserted the same eight individual/class causes of action as those pled in Becerra initial Complaint, plus an additional seventh cause of action for civil penalties under the California Private Attorneys General Act (“PAGA”)—on behalf of herself and all other current and former hourly-paid, nonexempt aggrieved employees of Defendant in California;

WHEREAS, on August 21, 2023, Defendant filed a motion to compel arbitration and stay or dismiss proceedings. On September 13, 2023, Judge Rice ordered Becerra’s individual claims to arbitration, which included her individual PAGA claim. The court dismissed Plaintiff’s class action claims, stayed Plaintiff’s non-individual claims pending completion of arbitration, and deferred the question of class arbitrability to the arbitrator.

WHEREAS, on March 13, 2024, the Parties participated in an all-day global mediation presided over by mediator Eve Wagner, Esq., which led to an agreement to settle the Action;

WHEREAS, prior to mediation, Plaintiff obtained, through informal discovery, relevant information and documents, including: (1) Defendant’s written employment policies in effect during the PAGA Period; (2) a representative randomized sampling of corresponding time and pay records

1 for 20% of aggrieved employees; and (3) PAGA group composition data points, including, for both
2 current and formerly-employed aggrieved employees between the start of the PAGA Period
3 (January 20, 2022) and the date of mediation (March 13, 2024), total numbers of aggrieved
4 employees' pay periods;

5 WHEREAS, after adversarial litigation, the Parties concluded that there were benefits
6 associated with settling the Action, and concluded, after taking into account the sharply disputed
7 factual and legal issues involved in the Action, the risks associated with further prosecution, and the
8 substantial benefits to be received by aggrieved employees under this Settlement, that settlement on
9 the terms set forth in the Settlement is in the best interest of the Plaintiffs, the California Labor and
10 Workforce Development Agency ("LWDA"), the aggrieved employees (referred to as "Settlement
11 Group Members" in the Settlement), and Defendant, and is fair and reasonable;

12 WHEREAS, Defendant denies any liability or wrongdoing of any kind associated with the
13 claims alleged in the Action; Defendant contends that it has complied at all times with the California
14 Labor Code, the related California Industrial Welfare Commission ("IWC") Wage Orders, and all
15 other state wage laws, and further contends that the Action is without merit; Defendant has denied
16 and continues to deny each and every material factual allegation and alleged claim asserted against
17 it in the Action and denies that Plaintiff or any other Settlement Group Member has been harmed
18 based on the allegations raised by Plaintiff;

19 WHEREAS, the Parties negotiated and finalized the terms of their agreement memorialized
20 in a long-form PAGA Settlement Agreement utilizing the template encouraged for use by the Los
21 Angeles County Superior Court; a true and correct copy of the executed Settlement Agreement is
22 attached to the concurrently filed Declaration of Nazo Koulloukian as **Exhibit 1**. A redline showing
23 all edits made to the LASC template is attached to the Declaration of Nazo Koulloukian as **Exhibit**
24 **2**;

25 WHEREAS, the Settlement Agreement has been uploaded as required to the LWDA
26 website, evidence of which is attached to the concurrently filed Declaration of Nazo Koulloukian;

27 WHEREAS, the Parties seek to obtain the Court's approval of the settlement terms and
28

1 resolve this matter in the most efficient manner possible;

2 WHEREAS, for the reasons set forth in the supporting declarations of Nazo Koulloukian,
3 and all other documents submitted herewith and on file in this Action, the PAGA Settlement
4 obtained here, including a Total Settlement Amount of \$260,000.00, is fair and reasonable.

5 THEREFORE, IT IS HEREBY STIPULATED AND PROPOSED BY THE PARTIES
6 HERETO AS FOLLOWS:

7 The Parties stipulate and jointly request that the Court approve the following terms of the
8 Settlement Agreement which includes the following key terms:

9 a. Settlement Group Members. For purposes of this Settlement, Settlement Group
10 Members are defined as: “all current and former employees who worked for BLUSKY in a non-
11 exempt position in California at any time during the PAGA Period,” which extends from January
12 20, 2022, through the date of Approval Order and Final Judgment; or if BLUSKY so elects
13 pursuant to Paragraph 9 of the Settlement Agreement, the period from January 20, 2022, through
14 the date on which the number of PAGA Pay Periods reaches 8,145. (Settlement ¶1.16; 9.)

15 b. Total Settlement Amount. Defendant agrees to pay the total sum of \$260,000.00
16 (the “Total Settlement Amount”) in full settlement of the Action. The Total Settlement Amount
17 will be allocated as follows:

Total Settlement Amount	\$260,000
PAGA Counsel Fees (33.33%)	\$86,658
PAGA Counsel Actual Costs	\$15,000
PAGA Representative Payment	\$7,500
Settlement Administration (Phoenix)	\$4,000
Net Settlement Amount	\$146,842
LWDA Payment (75% NSA)	\$110,131.50
Settlement Group Members (25% NSA)	\$36,710.50

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3 i. PAGA Counsel's attorneys fee request of 33.33% of the Total Settlement
4 Amount (\$86,658), supported by the concurrently filed declaration of PAGA Counsel
5 (Settlement ¶3.2.1);

6 ii. PAGA Counsel's costs of \$15,000 as itemized in the concurrently filed
7 declaration of PAGA Counsel (Settlement ¶3.2.1);

8 iii. PAGA Representative Payment to Plaintiff in the amount of \$7,500
9 (Settlement ¶3.2.2);

10 iv. Administration costs in the amount of \$4,000.00, to be paid to the
11 Settlement Administrator, Phoenix Settlement Administrators (Settlement ¶ 3.2.3);

12 v. The remainder of the Total Settlement Amount after deducting the items (i),
13 (ii), (iii), and (iv) shall be designated as the Net Settlement Amount to be allocated between
14 the LWDA and the alleged Aggrieved Employees pursuant to Labor Code section 2699(i)
15 with 75% (\$110,131.50) paid to the LWDA and 25% (\$36,710.50) paid to the Aggrieved
16 Employees on a pro-rata basis.

17 c. Effective Date. The effective date of the Settlement Agreement shall be the date set
18 forth in Paragraph 1.7 of the Settlement Agreement.

19 d. Tax Treatment of Settlement Amounts. IRS Form 1099s will be issued for
20 settlement payments to the Aggrieved Employees and Plaintiff (Settlement ¶ 3.2.2, 3.2.4.2).

21 e. Settlement Funding. The Administrator will provide Defendant with wire transfer
22 information within three (3) days after the Effective Date. Then Defendant shall fully fund the
23 Total Settlement Amount by transmitting the funds to the Administrator within fifteen (15) days
24 after the Administrator's deadline to provide Defendant with the wire transfer information.
25 (Settlement Agreement ¶ 4.3.)

26 f. Settlement Payments. Within seven (7) days after Defendant funds the Total
27 Settlement Amount, the Administrator will mail checks for all Settlement Shares, the LWDA
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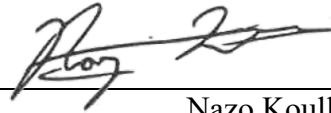
1 PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and
2 the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees
3 Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of
4 Settlement Shares. (Settlement Agreement ¶ 4.4.)

5 **IT IS SO STIPULATED:**

6
7 Dated: October 11, 2024

8 KOUL LAW FIRM, APC

9
10 By



Nazo Koulloukian, Esq.
Attorneys for Plaintiff Mayeli Becerra

11
12
13 Dated: October 11, 2024

14 FISHER & PHILLIPS, LLP

15
16
17 By

/s/ Ryan Wheeler

Mark J. Jacobs, Esq.
Ryan D. Wheeler, Esq.
Attorneys for Defendant BluSky Restoration
Contractors LLC

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MAYELI N. BECERRA, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

vs.

BLUSKY RESTORATION
CONTRACTORS LLC, a Delaware
Limited Liability Company, and HAR-
BRO LLC, a California Limited Liability
Company, and DOES 1-50, inclusive,

Defendant.

Case No. 23STCV02717

**[PROPOSED] ORDER APPROVING
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

Complaint filed: February 7, 2023

1 The Court has before it a Joint Stipulation to Approve PAGA Representative Action
2 Settlement between Plaintiff Mayeli Becerra (“Plaintiff”) and Defendant BluSky Restoration
3 Contractors LLC, and Har-Bro, LLC (“Defendants”) (collectively, the “Parties”) for approval of a
4 settlement agreement pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”),
5 Cal. Lab. Code § 2698 *et seq.* The Court having considered all papers filed and proceedings herein
6 and otherwise being fully informed, and having made this Judgment which constitutes a final
7 adjudication of this matter on the merits, and good cause appearing,

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

9 All terms used for purposes of this Order and Judgment, not otherwise defined, shall have
10 the same meaning as given in the Settlement Agreement (the “Settlement”) executed between the
11 Parties on or around August 4th and 5th , 2024.

12 1. The Labor Workforce and Development Agency (“LWDA”) has been given notice
13 of the Settlement. Pursuant to sections 2699(1)(2) and (1)(4) of the California Labor Code, on the
14 date the Parties filed with the Court the motion seeking approval of the Settlement, Plaintiff
15 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court
16 finds and determines that Plaintiff’s notice of the Settlement complied with the statutory
17 requirements of PAGA.

18 2. The Court confirms approval of the Settlement as to the following group of
19 individuals, collectively referred to as the “Settlement Group Members”:

20 All current and former employees who worked for BLUSKY in a non-
21 exempt position in California at any time during the PAGA Period,
22 which extends from January 20, 2022, through the date of Approval
23 Order and Final Judgment; or if BLUSKY so elects pursuant to
Paragraph 9 of the Settlement Agreement, the period from January
20, 2022, through the date on which the number of PAGA Pay Periods
reaches 8,145).

24 3. This Court has jurisdiction over the subject matter of this litigation, over all
25 Settlement Group Members, and over those persons and entities undertaking affirmative obligations
26 under the Settlement.
27

4. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

5. The Court approves the Notice of Settlement (Exhibit B to the Settlement Agreement) to be mailed to Settlement Group Members.

6. The Court finds that each Settlement Group Member, in accordance with the Settlement, releases the following “Released PAGA Claims” against Defendants and the other Released Parties, as defined by the Settlement Agreement.

Any and all claims under PAGA for civil penalties against BLUSKY and the other Released Parties that arise out of or reasonably relate to the allegations asserted in the Operative Complaint and the PAGA Notice submitted by Plaintiff to the LWDA pursuant to PAGA that, during the PAGA Period, BLUSKY failed to: pay all wages due, including minimum wages and overtime; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; timely pay all wages due during employment; and pay all wages due upon separation of employment (the “Released PAGA Claims”). The Released PAGA Claims include but are not limited to claims brought under California Labor Code sections 200-204, 206, 207, 210, 216, 218, 218.5, 221, 223, 226, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2698 et seq.

7. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the methodology used to calculate and pay each Settlement Share, in accordance with the Settlement, are fair and reasonable.

8. The Court authorizes the Settlement Administrator to calculate and pay the Settlement Shares, in accordance with the terms of the Settlement, as follows:

Total Settlement Amount	\$260,000
PAGA Counsel Fees (33.33%)	\$86,658
PAGA Counsel Actual Costs	\$15,000
PAGA Representative Payment	\$7,500
Settlement Administration (Phoenix)	\$4,000
Net Settlement Amount	\$146,842

LWDA Payment (75% NSA)	\$110,131.50
Settlement Group Members (25% NSA)	\$36,710.50

9. The Court awards the Settlement Administrator in this Action its fees and costs of \$4,000, to be paid from the Total Settlement Amount, in accordance with the terms of the Settlement.

10. The Court awards to PAGA Counsel in this Action 33.33% of the Total Settlement Amount for their attorneys' fees and an additional \$15,000 in costs, to be paid from the Total Settlement Amount, in accordance with the terms of the Settlement.

11. The Court awards to Plaintiff in this Action \$7,500 as a PAGA Representative Payment, to be paid from the Total Settlement Amount, to compensate him for initiating and pursuing the Action and undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Action.

12. The Court approves the allocation and payment of \$146,842 (the "PAGA Penalties") as for the compromise of claims brought under PAGA, to be paid in accordance with the terms of the Settlement. Under the terms of the Settlement, 75% of the PAGA Penalties will be paid to the LWDA ("LWDA PAGA Payment"), and the remaining 25% of the PAGA Penalties shall be distributed to the Settlement Group Members in accordance with the terms of the Settlement.

13. Checks for the Settlement Shares sent to Settlement Group Members shall be valid for 120 days after issuance. Funds remaining from any checks for Settlement Shares uncashed after 120 days will be disbursed to the California State Controllers' Office, Unclaimed Property Fund, in the name of the Settlement Group Member.

14. The Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment, as well as the Settlement.

1 15. The Settlement and this resulting Order and Judgment represent a compromise of
2 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as an
3 admission or concession by any party.

4 16. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of
5 the date of this Order.

6 17. Within 180 days of the date of this Order, the Parties are directed to file a joint status
7 report regarding the status of the distribution of settlement proceeds. Upon satisfaction that the
8 appropriate payments have been made, the Court will close this case.

9 **IT IS SO ORDERED AND ADJUDGED.**



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

10
11 Dated: 11/04/2024

Stuart M. Rice / Judge

Judge of the Superior Court

PROOF OF SERVICE

Case No. 23STCV02717

Becerra v. Bluesky Restoration Contractors, LLC., et al.

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On October 11, 2024, I served the foregoing document described as:

- 1. JOINT STIPULATION REQUESTING APPROVAL OF SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”); [PROPOSED] ORDER THEREON**
- 2. [PROPOSED] ORDER APPROVING SETTLEMENT AGREEMENT AND ENTERING FINAL JUDGMENT**
- 3. DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF STIPULATION TO APPROVE SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”)**
- 4. DECLARATION OF PLAINTIFF MAYELI BECERRA IN SUPPORT OF PAGA SETTLEMENT APPROVAL**
- 5. DECLARATION OF JODEY LAWRENCE IN SUPPORT OF PLAINTIFF’S MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS’ GENERAL ACT**

 X

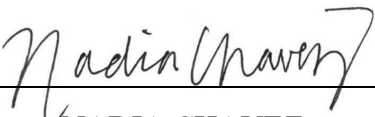
BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this October 11, 2024, in Los Angeles, California.



NADIA CHAVEZ

PROOF OF SERVICE

Case No. 23STCV02717

Becerra v. Bluesky Restoration Contractors, LLC., et al.

Mark J. Jacobs, Esq.

Ryan D. Wheeler, Esq.

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