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FILED
Superior Court of California
County of Los Angeles
12/01/2023

David W. Slayton, Executive Officer / Clerk of Court
By: F. Palumbo Deputy

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

TENISHA VENEGAS, an individual, on
behalf of herself and all other aggrieved
employees,

Plaintiff,

vs.

NEWPORT DIVERSIFIED, INC., a California
corporation; and DOES 1 through 10 inclusive,

Defendants.

Case No. 23NWCV00945
Hon. Olivia Rosales
Dept. F

**~~PROPOSED~~ ORDER GRANTING
APPROVAL OF SETTLEMENT OF
ACTION FILED PURSUANT TO PAGA
AND JUDGMENT**

1 The operative Complaint in the above-captioned lawsuit contains a single claim for relief
2 under the Private Attorneys General Act (“PAGA”) based on alleged violations of California Labor
3 Code §§ 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 351, 353, 510, 512, 558,
4 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, the applicable
5 California Industrial Welfare Commission Wage Orders, the applicable provisions of the
6 California Code of Regulations, and California Code of Civil Procedure section 1021.5, on behalf
7 of all current and/or former persons employed by Defendant Newport Diversified, Inc.
8 (“Defendant”) and Released Parties (as defined in the Settlement Agreement between Plaintiff
9 Tenisha Venegas and Defendant (“Settlement Agreement”) as non-exempt employees during the
10 PAGA Period (as defined in the Settlement Agreement).

11 The Court, having considered the proposed Settlement Agreement pursuant to Labor Code
12 § 2699(1); the Joint Stipulation For Court Approval of Settlement of Action Filed Pursuant to
13 PAGA (“Joint Stipulation”) filed by Plaintiff and Defendant; and good cause appearing,

14 **IT IS HEREBY ORDERED AS FOLLOWS:**

15 1. The Court, for purposes of this Final Order and Judgment, refers to all defined terms
16 as set forth in the PAGA Settlement Agreement attached as **Exhibit A** to the foregoing Stipulation

17 2. Based on the California Supreme Court’s opinions in *Arias v. Superior Court*, 46
18 Cal. 4th 969 (2009), Plaintiff can seek PAGA civil penalties on behalf of the State of California
19 and other similarly situated aggrieved employees without seeking class certification or meeting
20 the requirements of class certification (i.e. numerosity, typicality, commonality and adequacy).

21 3. In a settlement of a PAGA action brought by an aggrieved employee, the court must
22 “review and approve” the settlement. Labor Code § 2699(1)(2).

23 4. The PAGA penalties sought as part of the Settlement Agreement are approved by
24 the Court as fair, reasonable, and adequate. Plaintiff, by and through her Counsel, has satisfied the
25 standards and applicable requirements for approval of settlement of a claim for penalties brought
26 under the PAGA. Defendant shall pay a total of \$272,814.37 for such penalties. Pursuant to Labor
27 Code § 2699(i), that amount shall be divided, with 75% (\$204,610.77) being paid to the California
28

1 Labor Workforce Development Agency and the remaining 25% (\$68,203.59) being allocated to
2 the Aggrieved Employees (as defined in the Settlement Agreement).

3 5. The Court approves a representative service payment in the amount of \$5,000 to
4 Plaintiff for her services and accepting the responsibilities of representing the interests of the
5 Aggrieved Employees and the State of California.

6 6. The Court further approves attorneys' fees in the amount of \$198,000.00 and
7 \$13,935.63 in litigation costs to Plaintiff's Counsel for reasonable attorneys' fees and costs
8 incurred in connection with work performed to litigate this Action.

9 7. The Court further approves settlement administration fees in the amount of
10 \$5,250.00 to Phoenix Settlement Administrators.

11 8. Plaintiff, Aggrieved Employees (as defined in the Settlement Agreement), and the
12 LWDA (to the fullest extent allowed under the law) are bound by the release of the Released
13 Claims (as defined in the Settlement Agreement). The LWDA, Aggrieved Employees, and Plaintiff
14 are deemed to have conclusively released and forever discharged Defendant and the Released
15 Parties (as defined in the Settlement Agreement) from any and all Released Claims set forth in the
16 Settlement Agreement, and are hereby permanently barred and enjoined from the institution or
17 prosecution of any and all Released Claims against Defendant during the the PAGA Period defined
18 as January 19, 2022 through September 7, 2023 is signed and executed.

19 9. Neither the settlement, nor any terms of the Settlement Agreement, are an
20 admission by Defendant or the Released Parties (as defined in the Settlement Agreement) of any
21 wrongdoing whatsoever, nor is the Court's instant Order a finding of/for the validity of any claims
22 in the Action or of any wrongdoing by Defendant or any Released Parties (as defined in the
23 Settlement Agreement).

24 10. Without affecting the finality of this Order or the dismissal of the Action with
25 prejudice (all parties and all causes of action), the Court retains jurisdiction under Code of Civil
26 Procedure Section 664.6 with respect to all matters related to the consummation of the settlement

27 11. The Action, and all allegations and/or claims made and/or contained therein, is
28 hereby dismissed with prejudice (all parties and all causes of action).

1 12. This document shall constitute a Judgment for purposes of California Rules of
2 Court, Rule 3.769(h).

3 13. This Order is intended to be a final disposition of the Action in its entirety.
4

5 **IT IS SO ORDERED.**

6 Dated: 12/01/2023
7



A handwritten signature in black ink, appearing to read "Olivia Rosales", written over a horizontal line.

Hon. Olivia Rosales
Los Angeles Superior Court
Olivia Rosales / Judge