

Electronically Received 09/09/2024 05:24 PM

1 BRANDON BROUILLETTE (SBN 273156)
bbrouillette@crosnerlegal.com
2 CHAD SAUNDERS (SBN 257810)
chad@crosnerlegal.com
3 ZACHARY M. CROSNER (SBN 272295)
zach@crosnerlegal.com
4 **CROSNER LEGAL, PC**
9440 Santa Monica Blvd. Suite 301
5 Beverly Hills, CA 90210
Tel: (866) 276-7637
6 Fax: (310) 510-6429

7 Attorneys for Plaintiff Benny Murry, II

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11 BENNY MURRAY II, on behalf of the
12 State of California, and others similarly
situated and aggrieved,

13 Plaintiff,

14 v.

15 ALCLEAR, LLC, a Delaware limited
liability company; and DOES 1-100,
16 inclusive,
17 Defendants.

Case No.: 23STCV10429

Assigned for All Purposes to:
Hon. Wendy Chang
Dept. 36

~~[PROPOSED]~~ ORDER GRANTING MOTION
FOR APPROVAL OF SETTLEMENT UNDER
PRIVATE ATTORNEYS GENERAL ACT

Date: October 24, 2024
Time: 8:30 a.m.
Dept.: 36

Reservation ID: 155358310591

28 **~~[PROPOSED]~~ ORDER GRANTING**
MOTION FOR APPROVAL OF PAGA
SETTLEMENT

Case No. 23STCV10429

FILED
Superior Court of California
County of Los Angeles
12/03/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rodriguez Deputy

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Benny Murray, II’s Motion for Approval of Settlement under PAGA came
3 before the Court on a regularly noticed motion.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in
6 relation to alleged violations of the predicate statutes set forth in Plaintiff’s complaint and his
7 letter to the Labor Workforce & Development Agency (“LWDA”) dated February 17, 2023 (the
8 “PAGA Notice”), on behalf of all current or former non-exempt employees that worked for
9 Defendant Alclear, LLC at any location in California at any time during the PAGA Period of
10 March 5, 2022 through the date of this Order (the “Aggrieved Employees”).

11 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review
12 and approve any settlement of any civil action filed pursuant to this part.” Labor Code section
13 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
14 Settlement Agreement, including the proposed PAGA penalties under Labor Code section
15 2699(1)(2) and having considered the papers filed in support of the proposed settlement and the
16 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

- 17 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 18 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of the
19 above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as
20 fair, reasonable, and adequate;
- 21 3. The Court finds further that all Aggrieved Employees are deemed to release, on behalf
22 of themselves and their respective former and present representatives, agents, attorneys, heirs,
23 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
24 arising during the PAGA Period that were alleged, or reasonably could have been alleged, based
25 on the facts stated in the Operative Complaint and the PAGA Notice dated February 17, 2023,
26 including, but not limited to: all claims for civil penalties, interest, attorneys fees’ and costs,
27 under the PAGA, including, but not necessarily limited to, claims for: (1) failure to keep accurate
28 records (2) failure to produce employment records; (3) meal period violations; (4) rest period

1 violations; (5) minimum wage and overtime violations; (6) failure to provide written commission
2 agreements; (7) violation of Labor Code section 976; (8) violation of Labor Code section 226.2;
3 (9) statutory wage violations; (10) refusal to make payment; (11) standard condition of labor
4 violations; (12) business expense violations; (13) wage statement violations; (14) unlawful
5 deductions; (15) seating violations; (16) sick leave violations; (17) failure to provide
6 supplemental paid sick leave; (18) failure to pay vested vacation/paid time off; (19) untimely
7 payment of final wages; and (20) unlawful agreements/unlawful criminal history inquiries.

8 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State
9 of California as to those claims brought in the Action, and shall bar any claim under PAGA brought by any
10 person, including the Aggrieved Employees, on behalf of the State of California, as to the Released Claims
11 and Released Parties.

12 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
13 Defendant is directed to make all payments required by the Settlement Agreement;

14 6. Under the Settlement Agreement, Defendant agrees to pay the Gross Settlement Amount of
15 Nine Hundred Thousand Dollars and No Cents (\$900,000.00), which is inclusive of payments to the LWDA
16 and Aggrieved Employees, Plaintiff's enhancement, Attorney's Fees and Costs, and Administration costs.
17 No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an award
18 of attorney's fees of \$300,000.00 and reimbursement of actual litigation expenses of \$16,342.76, and
19 Plaintiff requests a service award in the amount of \$1,000.00, from the Gross Settlement Amount. Defendant
20 does not oppose these requests. The Court finds the Gross Settlement Amount and the Settlement are fair,
21 reasonable and adequate, and approves the above payments. The Court therefore directs the Settlement
22 Administrator to make the following payments from the Gross Settlement Amount:

- 23 a. \$300,000.00 in attorney's fees to Crosner Legal, PC;
- 24 b. \$16,342.76 in litigation costs to Crosner Legal, PC;
- 25 c. \$1,000.00 to Plaintiff Benny Murray, II; and
- 26 d. \$8,995.00 in administration costs to Apex Class Action, LLC.

27 7. After deducting the foregoing payments, the estimated remainder of approximately
28 \$573,662.24 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the

1 NSA will then be distributed 75 percent (approximately \$430,246.68) to the LWDA, and the remaining 25
2 percent (approximately \$143,415.56) to the Aggrieved Employees on a pro rata basis, as set forth in the
3 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to
4 issue checks to the LWDA and Aggrieved Employees, as set forth in the Settlement Agreement, and to
5 otherwise carry out its duties as set forth in the Settlement Agreement.

6 8. A distribution compliance hearing is set for October 23, 2025, at 8:30 a.m. in Department 49
7 of the Los Angeles Superior Court. Plaintiff is ordered to file a compliance declaration at least five (5) Court
8 days beforehand.

9 9. This document shall constitute a Judgment for purposes of California Rule of Court
10 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
11 purpose of supervising implementation, enforcement, construction, administration, and interpretation of the
12 Settlement Agreement and this Judgment.

13 **IT IS SO ORDERED.**

14
15
16 Dated: 12/03/2024



17 
Judge of the Superior Court
Wendy Chang / Judge