

MAY 05 2025

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

MARK ALAN VALDES, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

TWOFER, LLC, a limited liability company;
and ENTERTAINMENT PARTNERS
SERVICES, LLC, a limited liability company;
and DOES 1 through 10, inclusive,

Defendants

Case No.: 23STCV02490

[Assigned for all purposes to the Honorable
Robert B. Broadbelt, Department 53]

**~~PROPOSED~~ ORDER AND
JUDGMENT GRANTING APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT**

[Notice of Motion and Motion for Approval
of Private Attorneys General Act (Labor
Code § 2698, et seq.) Settlement Agreement;
Declaration of Kane Moon; and Declaration
of Mark Alan Valdes filed concurrently
herewith]

Hearing Date: ~~July 24~~ ^{May 5}, 2025
Hearing Time: 10:00 a.m.
Hearing Place: Department 53
Reservation ID: 344780095634

Complaint Filed: February 3, 2023
FAC Filed: April 18, 2023
Trial Date: April 23, 2025

1 This matter has come before the Honorable Robert B. Broadbelt in Department 53 of the
2 Los Angeles County Superior Court, located at 111 N Hill St, Los Angeles, CA 90012, Plaintiff
3 Mark Alan Valdes's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Labor
4 Code § 2698, *et seq.*) Settlement Agreement. This Court reviewed the papers submitted by
5 Plaintiff in support of approval of the Parties' Private Attorneys General Act ("PAGA")
6 Settlement Agreement ("Settlement Agreement," "Settlement," and "Agreement") pursuant to
7 Labor Code section 2698, *et seq.* ~~The Settlement Agreement is attached hereto as Exhibit 1.~~
8 Based upon this review, and the findings below, the Court finds good cause to enter this Order
9 and Judgment.

10 **FINDINGS:**

11 Unless otherwise specified, defined terms in this Order and Judgment have the same
12 definition as the terms in the Settlement Agreement.

13 The Court has jurisdiction over the subject matter of this litigation brought by Plaintiff,
14 individually and in his capacity as a private attorney general proxy or agent of the State, against
15 Defendant Twofer, LLC ("Defendant").

16 On February 3, 2023, Plaintiff provided written notice to the LWDA and Defendant.

17 On February 3, 2023, Plaintiff filed a Class Action Complaint against Defendant, alleging
18 (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure
19 to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal
20 Periods (Cal. Lab. Code §§ 226.7 and 512); (4) Failure to Authorize and Permit Rest Breaks
21 (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab.
22 Code § 2802); (6) Failure to Time Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
23 (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8)
24 Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

25 On April 18, 2023, Plaintiff filed a First Amended Class and Representative Action
26 Complaint ("FAC"), adding a ninth cause of action for Civil Penalties Under the Private
27 Attorneys General Act of 2004 ("PAGA") (Cal. Lab. Code § 2699, *et seq.*)
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1 On May 3, 2023, the Court ordered that the class and individual allegations set forth in
2 the FAC, including Plaintiff's individual PAGA claim, be dismissed pursuant to an arbitration
3 agreement, which PAGA Counsel evaluated and concluded as enforceable. Thus, the only
4 remaining cause of action in the operative complaint is representative PAGA claim for Civil
5 Penalties under PAGA.

6 Plaintiff and Defendant (collectively, the "Parties") expressly acknowledge the
7 Settlement Agreement is entered solely for the purpose of compromising the significantly
8 disputed PAGA claim and that nothing contained therein is an admission of liability or
9 wrongdoing by Defendant.

10 The Court finds the Settlement was entered in good faith and that the Parties have
11 satisfied the standards and applicable requirements for approval of a settlement of the PAGA
12 claim.

13 The Court finds, pursuant to Labor Code sections 2699(1)(2) and (1)(4), the LWDA was
14 given timely notice of the Agreement. On December 17, 2024, Plaintiff submitted a Notice of
15 Settlement to the LWDA, attached to which was a copy of the Agreement. Plaintiff's Notice of
16 Settlement complied with the requirements of Labor Code section 2699^S(~~1~~)(2).

17 The Court, having reviewed the evidence and papers submitted, and considered any
18 argument of counsel, hereby grants the motion and approves the terms of the settlement as set
19 forth in the Settlement Agreement under Labor Code section 2699^S(~~1~~)(2) as fair, adequate, and
20 reasonable.

21 **IT IS HEREBY ORDERED THAT:**

22 1. The "Aggrieved Employees" are defined as past and present non-exempt, hourly-
23 paid employees of Defendant who worked in California during the applicable PAGA Period (i.e.,
24 starting on and including February 3, 2022 up to and including December 30, 2024).

25 2. The "Released Parties" are defined as Defendant and each and all of its present
26 and former partners, parents (including Paramount Global), subsidiaries, affiliates, and related
27 entities and all of their officers, directors, employees, agents, servants, registered representatives,
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1 attorneys, insurers, payroll companies, successors and assigns, and any other persons acting by
2 through, under, or in concert with any of them (including any alleged joint employers).

3 3. Simpluris is hereby appointed as the "Administrator."

4 4. Defendant shall pay the Gross Settlement Amount of \$120,000.00 in accordance
5 with the Settlement Agreement.

6 5. The Court approves the requests for attorneys fees to Moon Law Group, PC
7 ("PAGA Counsel") of up to \$40,000.00 (1/3 of the Gross Settlement Amount); litigation costs to
8 Moon Law Group, PC in the amount of ~~\$22,000.00~~ ^{20,942.73}; Plaintiff's PAGA Representative Payment
9 of \$10,000.00; and the Administrator's costs of up to \$3,000.00, all payable from the Gross
10 Settlement Amount. The Court finds the amounts requested are fair and reasonable.

11 6. After deducting the above-mentioned payments, the balance of the settlement
12 amount will be ~~\$45,000.00~~ ^{46,056.27} ("Net Settlement Amount"). Under the terms of the Settlement
13 Agreement, seventy-five (75%) of the Net Settlement Amount (i.e., ~~\$33,750.00~~ ^{34,542.20}) will be paid to
14 the LWDA ("LWDA PAGA Payment"), and the remaining twenty-five percent (25%) of the Net
15 Settlement Amount (i.e., ~~\$11,250.00~~ ^{11,514.07}) will be paid to the Aggrieved Employees ("Individual
16 PAGA Payments") using the formula set forth in the Settlement Agreement.

17 7. The Court authorizes the Settlement Administrator to calculate and pay the
18 Individual PAGA Payments in accordance with the terms set forth in the Settlement.

19 8. Within twenty-one (21) days after the Effective Date (defined in the Agreement),
20 Defendant shall provide Aggrieved Employees Data to the Administrator.

21 9. Within twenty-one (21) days after the Effective Date, Defendant shall fully fund
22 the Gross Settlement Amount with the Administrator.

23 10. Within fourteen (14) days of the funding of the settlement, the Administrator will
24 issue the payments required by the Settlement Agreement in sections 3.2 and 4.4.

25 11. Individual PAGA Payment checks will remain negotiable for one hundred and
26 eighty (180) days after the date of mailing. Any Individual PAGA Payment checks that are not
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1 cashed by the void date will be canceled and the Administrator will transmit the funds to the
2 California State Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

3 12. Individual PAGA Payments will be paid in the form of a check delivered to each
4 Aggrieved Employee at the last known address on file with Defendant. Before mailing any
5 checks, the Administrator must update the recipients' mailing addresses using the National
6 Change of Address Database.

7 13. Effective on the date when Defendant fully funds the entire Gross Settlement
8 Amount, Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against all
9 Released Parties as follows:

10 The LWDA and all Aggrieved Employees are deemed to release, on behalf of themselves
11 and their respective former and present representatives, agents, attorneys, heirs, administrators,
12 successors, and assigns, the Released Parties from all claims for PAGA penalties that were
13 alleged, or reasonably could have been alleged in connection with the Aggrieved Employees'
14 employment with Defendant during the PAGA Period, based on the facts stated in the First
15 Amended Complaint, any prior complaint in the Action, and/or the PAGA Notice, including,
16 *e.g.*, any failure to pay all wages due (including minimum wage and overtime wages), failure to
17 pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and
18 final wages, failure to furnish accurate wage statements (including claims derivative and/or
19 related to these claims), and failure to provide expense reimbursements.

20 PAGA Counsel on behalf of their present and former attorneys, employees, agents,
21 successors, and assigns are deemed to release the Released Parties from all claims for attorneys'
22 fees and costs in connection with the prosecution of the Action and any related investigation.

23 Plaintiff and his respective former and present spouses, representatives, agents, attorneys,
24 heirs, administrators, successors, and assigns generally, release and discharge Released Parties
25 from all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees,
26 costs, expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature,
27 contingent or accrued, that occurred in connection with his employment with Defendant,
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1 including, but not limited to: (a) all claims that were or reasonably could have been alleged based
2 on the facts contained in the First Amended Complaint, the prior Complaint, and the PAGA
3 Notice; and (b) all PAGA claims that were or reasonably could have been alleged based on facts
4 contained in the First Amended Complaint, the prior Complaint, and the PAGA Notice, or
5 ascertained during the Action, including, but not limited to, under any legal theory that was
6 alleged or that could have been alleged for any failure to pay all wages due (including minimum
7 wage and overtime wages), failure to pay for all hours worked, failure to provide meal or rest
8 periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements
9 (including claims derivative and/or related to these claims), and failure to provide expense
10 reimbursements ("Plaintiff's Release"). This Release shall include all claims and theories arising
11 under the California Labor Code, the Fair Labor Standards Act, California wage orders, and
12 applicable regulations, including California Labor Code sections 201, 201.5, 202, 203, 204, 210,
13 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5,
14 2802, as well as claims under Business and Professions Code section 17200, *et seq.*, and/or
15 California Labor Code section 2698, *et seq.* based on alleged violations of the above Labor Code
16 provisions, as alleged in the Action. Plaintiff's Release does not extend to any claims or actions
17 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
18 disability benefits, social security benefits, or workers' compensation benefits that arose at any
19 time. Plaintiff acknowledges that he may discover facts or law different from, or in addition to,
20 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
21 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
22 additional facts or Plaintiff's discovery of them.

23 14. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain
24 continuing jurisdiction over this matter and the Parties to the fullest extent necessary to enforce
25 and effectuate the terms and intent of the Settlement Agreement.
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1 15. Nothing in this Order and Judgment or Settlement Agreement shall be construed
2 as evidence of an admission or concession by any of the Parties. This Order and Judgment and
3 Settlement Agreement simply represent a compromise of significantly disputed allegations.

4 16. Within fifteen (15) calendar days of entry of this Order and Judgment, Plaintiff
5 shall provide a copy of this Order and Judgment to the LWDA, pursuant to Labor Code section
6 2699(l)(3) and (l)(4).

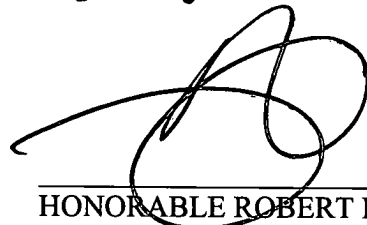
7 17. The Court sets a non-appearance case review for January 27 ²⁰²⁶, ₂₀₂₅
8 at 8:30 a.m. At least five (5) court days before this date, Plaintiff shall file a compliance
9 status report. Pursuant to Code of Civil Procedure section 384, the compliance status report shall
10 specify the total amount paid to Aggrieved Employees and the residual of the unclaimed
11 settlement funds that will be paid to the entity identified as the recipient of such funds in the
12 Settlement Agreement.

13 18. Upon the Court's approval of the Settlement Agreement and payment of all sums
14 required by the Settlement Agreement, Plaintiff shall file a request for dismissal of this matter in
15 its entirety as to Defendant with prejudice ~~following the Court's non-appearance case review~~
16 ~~regarding compliance.~~

17 *19. The court orders plaintiff to give notice of this order*
18 *and judgment.*

19 IT IS SO ORDERED.

20 Dated: MAY 05 2025



HONORABLE ROBERT B. BROADBELT
JUDGE OF THE SUPERIOR COURT