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Attorneys for Plaintiff JOE MUÑOZ
on behalf of the State of California,
and others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JOE MUÑOZ, on behalf of the State of
California, and others similarly situated and
aggrieved,

Plaintiff,

v.

ALPHA PROPERTY MANAGEMENT a
Nevada Corporation; 21ST CENTURY
PERSONNEL LLC, a California limited
liability company; and DOES 1-100, inclusive,

Defendants.

Case No.: 23STCV12751

Assigned for all purposes to the
Hon. Randolph M. Hammock
Dept. 49

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

Date: March 14, 2024
Time: 8:30 a.m.
Dept.: 49

Reservation No.: 539910560484

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Joe Munoz’s Motion for Approval of Settlement under PAGA came before
3 the Court on a regularly noticed motion on March 14, 2024. J. Kirk Donnelly appeared for
4 Plaintiff, and there was no appearance by Defendants.

5 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
6 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA
7 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
8 Plaintiff’s complaint and his letter to the Labor Workforce & Development Agency (“LWDA”) dated
9 March 28, 2023 (the “LWDA Notice”), on behalf of all non-exempt current and former
10 employees employed by Defendants Alpha Property Management and 21st Century Personnel,
11 LLC, in California at any time from March 29, 2022 to October 24, 2023.

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

18 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

19 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
20 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
21 terms, as fair, reasonable, and adequate;

22 3. The Court finds further that all Aggrieved Employees are deemed to release, on
23 behalf of themselves and their respective former and present representatives, agents, attorneys,
24 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
25 penalties that were alleged, or reasonably could have been alleged based on the PAGA Period
26 facts stated in the Operative Complaint, and the PAGA Notice.

27 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State
28 of California as to those claims brought in the Action, and shall bar any claim under PAGA brought by any

1 person, including the Aggrieved Employees, on behalf of the State of California, as to the Released Claims
2 and Released Parties.

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

5 6. Under the Settlement Agreement, Defendant agrees to pay the Gross Settlement Amount
6 of Eighty Five Thousand Dollars and No Cents (\$125,000.00), which is inclusive of payments to the
7 LWDA and Aggrieved Employees, Plaintiff's enhancement, Attorney's Fees and Costs, and
8 Administration costs. No portion of the Gross Settlement Amount will revert to Defendants. Plaintiff's
9 Counsel requests an award of attorney's fees of \$41,666.67 and reimbursement of actual litigation expenses
10 of \$10,966.17, and Plaintiff requests a service award in the amount of \$10,000.00, from the Gross
11 Settlement Amount. Defendant does not oppose these requests. The Court finds the Gross Settlement
12 Amount and the Settlement are fair, reasonable and adequate, and approves the above payments except the
13 Court awards Plaintiff a reduced service award in the amount of \$5,000.00. The Court therefore directs the
14 Settlement Administrator to make the following payments from the Gross Settlement Amount:

- 15 a. \$41,666.67 in attorney's fees to Crosner Legal, PC;
16 b. \$10,966.17 in litigation costs to Crosner Legal, PC;
17 c. \$5,000.00 to Plaintiff Joe Munoz, reduced from the requested amount; and
18 d. \$5,000.00 in administration costs to Phoenix Settlement Administrators.

19 7. After deducting the foregoing payments, the estimated remainder of approximately
20 \$62,367.16 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the
21 NSA will then be distributed 75 percent (approximately \$46,775.37) to the LWDA, and the remaining 25
22 percent (approximately \$15,591.79) to the Aggrieved Employees on a pro rata basis, as set forth in the
23 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to
24 issue checks to the LWDA and Aggrieved Employees, as set forth in the Settlement Agreement, and to
25 otherwise carry out its duties as set forth in the Settlement Agreement.

26 8. A distribution compliance hearing is set for March 14, 2025, at 8:30 a.m. in Department 49
27 of the Los Angeles Superior Court. Plaintiff is ordered to file a compliance declaration at least five (5)
28 Court days beforehand.

1 9. This document shall constitute a Judgment for purposes of California Rule of Court
2 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
3 purpose of supervising implementation, enforcement, construction, administration, and interpretation of the
4 Settlement Agreement and this Judgment.

5 **IT IS SO ORDERED.**

6
7 03/15/2024

Randolph M. Hammock

8 Dated: _____

Judge of the Superior Court