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Attorneys for Plaintiff and the Aggrieved Employees

FILED
Superior Court of California
County of Los Angeles

08/12/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

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

CHRISTIAN MATHEW LOPEZ, an
individual, on behalf of himself and the State
of California, as a private attorney general,

Plaintiff,

v.

ACE CLEARWATER ENTERPRISES,
INC., a California corporation; and DOES 1
TO 50,

Defendants.

Case No. 23STCV07978

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT AND
ENTERING JUDGMENT**

Complaint Filed: April 11, 2023

FAC Filed: June 20, 2023

Trial Date: None Set

Hearing Date: August 12, 2025

Hearing Time: 10:00 a.m.

Dept.: ~~14~~ 15

Judge: ~~Kenneth R. Freeman~~

Timothy Patrick Dillon

~~**PROPOSED**~~ **ORDER AND JUDGMENT**

This matter came before the Court on August 12, 2025, at 10:00 a.m, in Department ¹⁵~~14~~ of the above-captioned Court on Plaintiff Christian Matthew Lopez's ("Plaintiff") Motion for Approval of a PAGA Settlement pursuant to the California Labor Code Private Attorneys General Act ("PAGA") (the "Settlement").

Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiff, and the evidence and argument received by the Court, and for good cause appearing, the Court grants approval of the PAGA Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. Plaintiff's Motion for Approval of a PAGA Settlement is GRANTED.

2. Except as otherwise defined in this Order and Judgment ("Order"), all capitalized terms have the same meaning as defined in the PAGA Settlement Agreement that is attached as Exhibit 1 to this Order.

3. The California Labor Workforce and Development Agency ("LWDA") has been provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2), (1)(4).¹ In particular, Plaintiff submitted to the LWDA a notice of the Settlement enclosing the Motion for Approval of a PAGA Settlement and all supporting documents, including a copy of the Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice requirements of PAGA.

4. The Court confirms approval of the Settlement as to the Aggrieved Employees, including Plaintiff, and the State of California.

5. The Court has jurisdiction over the subject matter of this litigation, over all Aggrieved Employees, and over those persons undertaking affirmative obligations under the Settlement.

6. The Settlement is approved as fair and reasonable under Labor Code § 2699(1)(2).

7. Plaintiff, Defendant, and the Settlement Administrator are ordered to carry out the

¹ Labor Code section 2699 was amended in July 2024. Citations herein are to the version of Labor Code section 2699 that is applicable to this case and was in effect prior to July 2024.

1 terms of the settlement in accordance with the Settlement Agreement.

2 8. Aggrieved Employees are defined as all individuals who are or were employed by
3 Defendant as non-exempt employees in California during the PAGA Period.

4 9. The PAGA Period means the period from April 11, 2022, through December 28,
5 2024.

6 10. Effective on the date when Defendant fully funds the entire Gross Settlement
7 Amount, the Aggrieved Employees and PAGA Counsel will release claims against all Released
8 Parties (as defined in the Settlement Agreement) as follows:

- 9 a. Release by Aggrieved Employees: All Aggrieved Employees, the LWDA and the
10 State of California (by and through Plaintiff as an agent and proxy of the LWDA)
11 are deemed to fully, finally, and forever release, settle, compromise, relinquish and
12 discharge on behalf of themselves and their respective former and present
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
14 Defendant and the Released Parties from all claims, rights, demands, liabilities and
15 causes of action that arose during the PAGA Period for PAGA penalties that were
16 asserted, or could have been asserted based on the facts pled in the PAGA Notice
17 Plaintiff sent to the LWDA and/or asserted in Plaintiff's First Amended Complaint.
- 18 b. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and
19 former attorneys, employees, agents, successors and assigns the Released Parties
20 from all claims for PAGA Fees incurred in connection with the Operative Complaint
21 and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.
- 22 c. This PAGA Settlement shall be binding on Plaintiff, the Aggrieved Employees, and
23 the State of California, who are hereby barred from re-litigating any of the claims
24 released by the Settlement.

25 11. The Gross Settlement Amount, Net Settlement Amount and the methodology used
26 to calculate the LWDA PAGA Payment and Individual PAGA Payments (as defined in the
27 Settlement), in accordance with the Settlement, is approved.

28 12. The Court approves APEX Class Action Administration to act as the Settlement

1 Administrator. The Court awards the Settlement Administrator in this Action its actual fees and
2 costs in accordance with the terms of the Settlement Agreement of \$5,000.00.

3 13. The Court approves Jonathan Melmed and Laura M. Supanich of Melmed Law
4 Group P.C. as PAGA Counsel.

5 14. The Court awards PAGA Counsel Fees Payment in the amount of \$138,333.33 and
6 the PAGA Litigation Expenses Payment costs of \$15,000.00, both of which the Court finds to be
7 fair and reasonable. The Court authorizes the Settlement Administrator to make these payments, in
8 accordance with the terms of the Settlement Agreement.

9 15. The Court authorizes the Settlement Administrator to calculate the Net Settlement
10 Amount, inclusive of the LWDA Payment and PAGA Individual Payment, in accordance with the
11 terms of the Settlement Agreement.

12 16. The Court finds that the Net Settlement Amount/PAGA Penalties in the amount of
13 \$249,166.67 are fair and reasonable. The PAGA Penalties shall be distributed 75% to the LWDA
14 through the LWDA PAGA Payment and 25% to the Aggrieved Employees through the Individual
15 PAGA Payment.

16 17. The Court finds that the LWDA PAGA Payment of civil penalties in the amount of
17 \$186,875.00 is fair and reasonable. The Court authorizes the Settlement Administrator to pay the
18 LWDA PAGA Payment, in accordance with the terms of the Settlement Agreement.

19 18. The Court finds that the PAGA Aggrieved Employee Payment as the Aggrieved
20 Employees' share of the settlement of civil penalties in the amount of \$62,291.67 is fair and
21 reasonable. The Court authorizes the Settlement Administrator to distribute the Individual PAGA
22 Payment to the Aggrieved Employees via First Class Mail, in accordance with the terms of the
23 Settlement Agreement. The Court authorizes the Settlement Administrator to mail Exhibit A to the
24 Settlement Agreement with the Individual PAGA Payments.

25 19. The Court finds the PAGA Representative Service Payment to Plaintiff of \$7,500.00
26 is fair and reasonable. The Court authorizes the Settlement Administrator to pay the Representative
27 Enhancement Award in accordance with the terms of the Settlement Agreement.

28 20. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid

for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments uncashed after 180 days will be dispersed to the State of California Unclaimed Property Fund, in accordance with the terms of the Settlement Agreement.

21. Upon completion of the Settlement, the Settlement Administrator will provide written certification of the completion to the Court and counsel for the Parties.

22. Without affecting the finality of this order and entry of judgment, the Court retains exclusive and continuing jurisdiction over this Action for purposes of enforcing this Order and the Settlement, including pursuant to Code of Civil Procedure Section 664.6.

23. Nothing in this Order or the Settlement shall be construed as an admission or concession by any party, nor shall it be construed as a finding of the validity of any claims in the lawsuit or any wrongdoing by Defendant or any Released Party.

24. The Court enters final judgment in accordance with the terms of the Settlement Agreement and this Order. Plaintiff, the Aggrieved Employees and PAGA Counsel shall take from the operative complaint in this action only the relief set forth in the Settlement Agreement and this Order and judgment.

25. Plaintiff is directed to submit a copy of this Order and entry of judgment to the LWDA within 10 days of the date of this Order and entry of judgment.

IT IS SO ORDERED.

DATED: 08/12/2025




Honorable Kenneth R. Freeman
Judge of the Superior Court,
Los Angeles County
Timothy Patrick Dillon / Judge