

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 Melanie S. Rodriguez, Esq. (SBN 330280)
4 Paolo Policastro, Esq. (SBN 359731)
5 **LAVI & EBRAHIMIAN, LLP**
6 8889 W. Olympic Blvd., Suite 200
7 Beverly Hills, California 90211
8 Telephone: (310) 432-0000
9 Facsimile: (310) 432-0001
10 E-Mail: jlavi@lelawfirm.com
11 vgranberry@lelawfirm.com
12 mrodriguez@lelawfirm.com
13 ppolicastro@lelawfirm.com

14 Attorneys for Plaintiff MARQUITA N. WOOLDRIDGE,
15 on behalf of herself and current and former aggrieved employees

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

18 MARQUITA N. WOOLDRIDGE, on behalf of
19 herself and current and former aggrieved
20 employees

21 Plaintiff,

22 vs.

23 AGVA, LLC; and DOES 1 to 100, inclusive,

24 Defendants.

Case No.: 23STCV13199

Related Case No.: 23STCV07309

PAGA ACTION

[Assigned for All Purposes to the Hon. Theresa M. Traber; Dept. 1]

**[REVISED PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF A PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND JUDGMENT
THEREON**

*[Filed concurrently with Notice of Motion and
Motion for Approval of Private Attorneys
General Act Settlement and Supplemental
Declaration of Paolo Policastro]*

Hearing Information:

Date: March 6, 2026

Time: 10:30 a.m.

Dept.: 1

1
2
3
4 The Court, having reviewed and considered Plaintiff MARQUITA N. WOOLDRIDGE's
5 ("Plaintiff") Motion for Approval of the Private Attorneys General Act ("PAGA") Settlement and all
6 documents submitted in support of the motion, **HEREBY ORDERS AND ENTERS JUDGMENT**
7 **AS FOLLOWS:**

8 1. The Court hereby grants Plaintiff's Motion for Approval of PAGA Settlement. For
9 purposes of this Final Order and Judgment ("Order"), the Court adopts all defined terms as used in
10 the Settlement Agreement. A copy of the Settlement Agreement is attached as **Exhibit 1** to the
11 Declaration of Paolo Policastro in Support of Plaintiff's Motion for Approval of PAGA Settlement
12 and is made part of this Order.

13 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Aggrieved
14 Employees, and Defendant. The Aggrieved Employees consist of all current and former hourly non-
15 exempt employees who worked in California for Defendant at any time from June 9, 2022, through
16 June 30, 2024. ("PAGA Period").

17 3. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code
18 section 2699, *et seq.*, the Court approves the Settlement and finds that it is fair and reasonable and provides
19 genuine and meaningful relief consistent with the underlying purpose of PAGA to benefit the public.

20 4. The Court finds that notice of the Settlement was provided to the Labor and Workforce
21 Development Agency ("LWDA"), as required by Labor Code § 2699(1)(2).

22 5. The Court approves the terms set forth in the Settlement Agreement and finds that the
23 Settlement Agreement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
24 effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement
25 Agreement has been reached as a result of informed and non-collusive arm's-length negotiations.
26 The Court further finds that the Parties were able to reasonably evaluate their respective positions.
27 The Court also finds that settlement now will avoid additional and potentially substantial litigation
28 costs, as well as delay and risks if the Parties were to continue to litigate the case.

1 6. The Settlement Agreement is not an admission by Defendant or by any other of the
2 Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing
3 by any Defendant or any other Released Parties. Neither this Order, the Settlement Agreement, nor
4 any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
5 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
6 liability whatsoever by or against Defendant or any of the other Released Parties.

7 7. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to
8 the Administrator no later than thirty (30) days after the Effective Date of the Settlement.

9 8. The entire Net Settlement Amount (the remainder of the Settlement Amount after
10 deducting Plaintiff's counsel's fees (\$36,750.00) [reduced to \$35,000.00, one-third of the \$105,000
11 gross settlement amount as The Court does not ordinarily approve more than a third (33.33%) of a
12 settlement as attorney fees absent extenuating circumstances] and costs (\$18,326.36), the costs of
13 administration (not to exceed \$5,490.00), and Enhancement Payment to Plaintiff (\$5,000.00) from
14 the \$105,000.00 Settlement Sum) shall be allocated for payment of civil penalties and shall be
15 distributed 75% (\$30,887.73) to the LWDA and 25% (\$10,295.91) to the Aggrieved Employees.

16 9. The 25% Aggrieved Employees PAGA Penalties shall be distributed to Aggrieved
17 Employees pro rata based on the number of pay periods worked by each Aggrieved Employee for
18 Defendant during the PAGA Period, according to the terms of the Settlement Agreement. "Aggrieved
19 Employee" means all non-exempt employees who worked at AGVA, LLC in California at anytime
20 during the PAGA Period. "PAGA Period" means the period from June 9, 2022, through June 30,
21 2024.

22 10. Defendant shall pay the Aggrieved Employees pursuant to the procedure described in
23 the Settlement Agreement. Defendant shall have no further liability for costs, expenses, interest,
24 attorneys' fees, or for any other charge, expense, or liability except as provided for in the Settlement
25 Agreement.

26 11. To the extent that there is any remainder in the Net Settlement Amount, such remainder
27 shall be distributed to Aggrieved Employees pro rata based on the number of pay periods worked by
28 each Aggrieved Employee for Defendant during the PAGA Period.

1 12. The Settlement Administrator shall distribute funds pursuant to the procedure
2 described in the Settlement Agreement.

3 13. The Court hereby confirms Lavi & Ebrahimian, LLP as PAGA Counsel.

4 14. The Court hereby confirms Apex Class Action, LLC as the Settlement Administrator
5 and confirms that costs in the amount of no more than \$5,490.00 for the administration of the
6 settlement are reasonable.

7 15. The Court hereby awards to PAGA Counsel attorneys' fees in the amount of thirty-
8 five percent of the Settlement Amount, which is estimated as \$36,750.00 [\$35,000.00] in attorneys'
9 fees and \$18,326.36 in attorneys' costs. The payment of fees and costs to PAGA Counsel shall be
10 made in accordance with the terms of the Settlement.

11 16. No later than thirty (30) calendar days after the Effective Date (as defined in the
12 Settlement Agreement), Defendant shall fully fund the Gross Settlement Amount by transmitting the
13 funds to the Settlement Administrator.

14 17. Within 14 days after the funding of the Gross Settlement Amount, the Settlement
15 Administrator will mail checks for all Individual PAGA Payments to Aggrieved Employees, pay itself
16 any approved Settlement Administration's Expenses, distribute payment of any approved Attorneys'
17 Fees And Costs, pay to Plaintiff any approved PAGA Representative Service Payment, and then,
18 distribute the LWDA Payment to the LWDA.

19 18. All settlement checks will remain valid for 180 days. Those funds represented by un-
20 cashed checks which remain outstanding 180 days after mailing of the Settlement checks by the
21 Settlement Administrator will be voided. The Administrator will cancel all the checks not cashed by
22 the void date.

23 19. The Court approves the Notice of PAGA Settlement attached as **Exhibit A** to the
24 Settlement Agreement.

25 20. The Court orders, adjudges, and decrees that upon Defendant's full funding of the
26 entire Gross Settlement Amount, Plaintiff Marquita N. Wooldridge, the state of California, and all
27 Aggrieved Employees shall release the Released Parties, consisting of Defendant AGVA, LLC and
28 each of its former and present directors, officers, shareholders, owners, members, parents, subsidiaries,

1 affiliates, attorneys, insurers, predecessors, successors, and assigns from any and all claims and/or
2 causes of action for PAGA penalties and other relief available pursuant to PAGA against the Released
3 Parties that were pled or that could have been pled based on the facts asserted in the Operative
4 Complaint and the PAGA Notice Letter dated April 4, 2023, including but not limited to any claims
5 for (1) failure to pay wages for all hours worked at minimum wage in violation of Labor Code Sections
6 1194 and 1197; (2) failure to pay overtime wages for daily overtime worked in violation of Labor Code
7 Sections 510, 1194, and 1198; (3) failure to authorize or permit meal periods or to provide meal period
8 premiums in violation of Labor Code Sections 512 and 226.7; (4) failure to authorize or permit rest
9 periods or to provide rest period premiums in violation of Labor Code Section 226.7; (5) failure to
10 timely pay earned wages during employment in violation of Labor Code section 204; (6) failure to
11 provide complete and accurate wage statements in violation of Labor Code Section 226; (7) failure to
12 timely pay all earned wages and final paychecks due at time of separation of employment in violation
13 of Labor Code Sections 201, 202, 203, and 204; and (8) any and all claims arising out of the applicable
14 Wage Orders.

15 21. Plaintiff, the State of California, and the Aggrieved Employees shall be enjoined from
16 filing, initiating, or continuing to prosecute any actions, claims, complaints, or proceedings in any
17 court, or with the LWDA, regarding the PAGA claims released in the Settlement Agreement.

18 22. The Settlement Agreement is not an admission by Defendant, nor is this Order and
19 Judgment a finding of validity as to any allegations by Plaintiff or of any Labor Code violations or
20 other wrongdoing by Defendant or any other Released Party. Neither this Order and Judgment, the
21 Settlement Agreement, or any other documents referred to herein, nor any action taken to carry out
22 the Settlement Agreement, may be construed as, or may be used as, an admission of any violations,
23 fault, wrongdoing, omission, or liability whatsoever by or against Defendant or other Released
24 Parties.

25 23. The Settlement Administrator shall file a final report by _____, indicating the
26 total amount paid to the LWDA and the Aggrieved Employees and confirming that uncashed funds
27 have been distributed.

28 24. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

with respect to the interpretation, implementation, and enforcement of the Settlement and all order
and judgment entered in connection therewith.

IT IS SO ORDERED AND ADJUDGED.

Dated: _____
Hon. Theresa M. Traber
Los Angeles County Superior Court Judge